



AGREEMENT

FOR

**ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR
SOLID WASTE FACILITIES**

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

BROWN AND CALDWELL

AGREEMENT NO.: 21-601

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412
(561) 640-4000**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
DEFINITIONS.....	1
1. EFFECTIVE DATE AND INCORPORATION OF RECITALS.....	1
2. BASIC SERVICES OF CONSULTANT	
2.1 General	2
2.2 Study and Report Phase	3
2.3 Preliminary Design Phase.....	4
2.4 Construction Document Phase.....	4
2.5 Bidding or Negotiating Phase.....	5
3. CONSTRUCTION MANAGEMENT SERVICES PHASE	
3.1 Construction Phase.....	5
3.2 Start-Up, Turnover and Commissioning Phase.....	7
4. ADDITIONAL SERVICES OF CONSULTANT	
4.1 Services Requiring Authorization in Advance.....	8
4.2 Authority's Responsibilities.....	8
5. PAYMENTS TO CONSULTANT.....	9
6. CONSTRUCTION COST AND OPINIONS OF COST	
6.1 Construction Cost.....	11
6.2 Opinions of Cost.....	11
7. GENERAL CONSIDERATION	
7.1 Standard of Care.....	12
7.2 Termination	12
7.3 Truths-in-Negotiation Certificate.....	13
7.4 Personnel	13
7.5 Equal Business Opportunity Program	14
7.6 Independent Contractor Relationship.....	18
7.7 Contingent Fees	19
7.8 Authority to Conduct Business	19
7.9 Federal and State Tax.....	19
7.10 Availability of Funds	19
7.11 Insurance	19
7.12 Disclosure and Ownership of Documents	21
7.13 Jurisdiction, Venue, Waiver of Jury Trial and Remedies	21
7.14 Conflict of Interest	22
7.15 Excusable Delays.....	22
7.16 Arrears	22
7.17 Modifications of Work.....	22
7.18 Notice	23
7.19 Severability.....	23

7.20	Entirety of Contractual Agreement	23
7.21	Successors and Assigns	23
7.22	Public Entity Crimes	24
7.23	AutoCAD DVD	24
7.24	Proprietary Information	24
7.25	Criminal History Records Check	24
7.26	Inspector General	24
7.27	Indemnification	25
7.28	Compliance with Laws	25
7.29	Sub-consulting	25
7.30	Waiver	25
7.31	Public Records, Access and Audits	25
7.32	Contract Administration	27
7.33	Scrutinized Companies	27
7.34	Agreements with other Governmental Entities	27
7.35	Third Party Beneficiary Disclaimer	27
7.36	E-Verify – Employment Eligibility	28

CONTRACT EXECUTION	29
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EXHIBITS

A.	Scope of Work	30
B.	Fee Schedule	31
C.	S/M/WBE Participation	33

ATTACHMENTS TO EXHIBIT C

C.1	Change to Utilization Plan	43
C.2	Post-Award Vendor Subcontracting Vendor Request	44

**ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR
SOLID WASTE FACILITIES**

This Agreement ("Agreement") is made and entered into as of April 30th, 2021, by and between **Solid Waste Authority of Palm Beach County**, a Dependent Special District created by Chapter 2001-331, Laws of Florida, as amended, by and through its Governing Board, (hereinafter referred to as the AUTHORITY) and **Brown and Caldwell** (hereinafter referred to as the CONSULTANT), a corporation authorized to do business in the State of Florida, whose Federal Employer Identification Number is 94-1446346.

Whereas, AUTHORITY desires to employ the services of the CONSULTANT for the purpose of providing Engineering and Construction Management Services for Solid Waste Facilities and,

Whereas, the AUTHORITY'S Request for Qualifications (RFQ) No. 21-601/DL was undertaken in accordance with Section 287.055, Florida Statutes, Florida's Consultant Competitive Negotiation Act and the parties hereto have complied with all the requirements therein.

Whereas, CONSULTANT represents it is capable and prepared to provide such services.

In consideration of the mutual promises contained herein and other good and valuable consideration the receipt of which is acknowledged by the other, the AUTHORITY and the CONSULTANT agree as follows:

DEFINITIONS:

"Approval"/"Acceptance"/"Authorization": when referring to AUTHORITY'S approval, acceptance or authorization shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the AUTHORITY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred of the AUTHORITY for its acceptance, approval or authorization of any documents or work hereunder.

"Observe", "Observation(s)", "Visit(s)" "Inspect(s)": site visits by the CONSULTANT to determine if construction is being performed in compliance with the Construction Documents, applicable specifications and other contractual requirements (Contract Documents), and if the contractor is progressing according to the project schedule.

SECTION 1 – EFFECTIVE DATE AND INCORPORATION OF RECITALS:

The foregoing recitals and definitions are hereby incorporated herein by reference.

- 1.1 The Effective Date of this Agreement shall be May 1, 2021 and the Term of this Agreement shall expire on April 30, 2024.
- 1.2 The initial term of this Agreement shall be for a three (3) year period, beginning on the Effective Date, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement for three (3) additional years, as approved by the AUTHORITY'S Board, on the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.
- 1.3 After acceptance by the AUTHORITY of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the project desired by the AUTHORITY and upon written authorization from the AUTHORITY, CONSULTANT shall proceed with the performance of the services called for in the preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the period indicated in each service authorization.
- 1.4 After acceptance, for payment purposes, by the AUTHORITY of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the

general scope, extent or character of the project desired by the AUTHORITY, and upon written authorization from the AUTHORITY, CONSULTANT shall proceed with the performance of the services called for in the Final Design Phase. CONSULTANT shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the project within the period indicated in each service authorization.

- 1.5 CONSULTANT'S services under the Study and Report Phase, Preliminary Design Phase and Construction Document Phase shall each be considered complete at the earlier of: (1) the date when the submissions for that phase have been accepted for payment by the AUTHORITY; or (2) forty-five days after the date when such submissions are delivered to the AUTHORITY for final payment. In each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the project or to make any changes requested by the AUTHORITY shall be allowed.
- 1.6 After acceptance by the AUTHORITY of the CONSULTANT'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, CONSULTANT shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).
- 1.7 The Construction Management Services Phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CONSULTANT of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the project involves more than one prime contract.
- 1.8 The Operational Phase will commence during the Construction Phase and will terminate upon final completion or as identified in the Consultant Services Agreement (CSA).
- 1.9 If the AUTHORITY has requested significant modifications or changes in the general scope, extent or character of the project, the time of performance of CONSULTANT'S services shall be adjusted equitably.
- 1.10 If CONSULTANT'S services for design or during construction of the project are delayed or suspended in whole or in material part by the AUTHORITY for more than three months for reasons beyond CONSULTANT'S control, CONSULTANT shall be entitled to an equitable adjustment in compensation. In the event that the work designed or specified by CONSULTANT is to be furnished or performed under more than one prime contract, or if CONSULTANT'S services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), AUTHORITY and CONSULTANT shall, prior to commencement of the Final Design Phase, develop a schedule for performance of CONSULTANT'S services during the Construction Document, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in service authorization.

SECTION 2 - BASIC SERVICES OF CONSULTANT

2.1 General

- 2.1.1 CONSULTANT shall provide for AUTHORITY, professional Engineering and Construction Management Services in all phases of any project to which this Agreement applies as hereinafter provided. These services will include serving as AUTHORITY'S professional engineering representative for the project(s), providing professional engineering consultation, advice and furnishing required civil, structural, mechanical, environmental and electrical engineering services and required architectural services incidental thereto.

- 2.1.2 The services of this Agreement may include a series of separate individual tasks or projects, all related to general consulting services, as more particularly described below. Task assignments will be subject to scope definition and determination of level of effort on a task-by-task basis. During the term of this Agreement, the AUTHORITY may require engineering services that are expected to be more extensive in scope or of a different nature than that described in this Section. In such an event, the AUTHORITY may, at its sole and unfettered discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act (CCNA). If so, it is mutually understood that the relationship between CONSULTANT and AUTHORITY under this Agreement shall be considered as neither barring CONSULTANT from, nor granting special consideration to CONSULTANT in, participating in the evaluation process for a consultant to provide such additional services.
- 2.1.3 Each task to be performed under this Agreement shall be assigned to CONSULTANT by a separate written service authorization called a Consultant Services Authorization (CSA). For each task, AUTHORITY shall require CONSULTANT to provide a proposed written scope of services including schedule and cost, for AUTHORITY review. Upon mutual agreement of the scope of services, schedule and cost (lump sum fee or estimated salary cost ceiling arrived at in accordance with Section 5 of this contract), AUTHORITY shall issue a Notice to Proceed for each assigned task. Approval and issuance of CSA shall constitute proper Notice to Proceed.
- 2.1.4 The types of individual projects or tasks to be assigned to CONSULTANT under this Agreement shall include, but not necessarily be limited to, those listed in Exhibit A.
- 2.1.5 Assignment of tasks to the CONSULTANT will be at the sole and unfettered discretion of the AUTHORITY. The AUTHORITY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. Task scope and fee negotiation will be performed on a task-by task basis. It is intended that the Contract for the above described project be for a term of three years, subject to annual performance review by the AUTHORITY. No minimum amount of professional services or compensation is guaranteed to the CONSULTANT. This is not an exclusive contract. The AUTHORITY may enter into similar contracts with other architects or engineers to provide the same or similar services during the term of this contract.

2.2 Study and Report Phase

If required by a CSA, CONSULTANT shall complete the following as may be modified by the applicable CSA:

- 2.2.1 Consult with AUTHORITY to clarify and define AUTHORITY'S requirements for the project and review available data.
- 2.2.2 Advise AUTHORITY, in writing, as to the necessity of AUTHORITY providing or obtaining from others data or services required for the completion of CONSULTANT'S services under contract, and assist AUTHORITY in obtaining such data and services. When authorized, obtain necessary data or information directly from AUTHORITY'S files or field observations.
- 2.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.
- 2.2.4 Provide analyses of AUTHORITY'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- 2.2.5 Provide a general economic analysis of AUTHORITY'S requirements applicable to various alternatives.

- 2.2.6 Prepare a Report, containing but not limited to schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to AUTHORITY, and setting forth CONSULTANT'S findings and recommendations. This Report will be accompanied by CONSULTANT'S opinion of probable costs for the project, including the following, which will be separately itemized: construction cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by AUTHORITY) allowances for such other items as charges and costs; i) of all other professionals and consultants, ii) for the cost of land acquisition and rights-of-way, iii) for compensation for or damages to properties, iv) for interest and financing charges and v) for other services to be provided by others for AUTHORITY. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".
- 2.2.7 Furnish five copies of the Analyses and Report documents and review them in person with AUTHORITY unless otherwise stated in the CSA.

2.3 Preliminary Design Phase

If required by a CSA, CONSULTANT shall complete the following as may be modified by the applicable CSA:

- 2.3.1 In consultation with AUTHORITY and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the project.
- 2.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the project.
- 2.3.3 Act as the criteria professional for the AUTHORITY.
- 2.3.4 Advise AUTHORITY, in writing, if additional data or services are required from the AUTHORITY or others for the completion of CONSULTANT'S services under this Agreement and assist AUTHORITY in obtaining such data and services. When authorized, obtain data or information directly from AUTHORITY'S files or field observations.
- 2.3.5 Submit a revised opinion of probable Total Project Costs, based on the information contained in the preliminary design documents.
- 2.3.6 Furnish five (5) copies of the above Preliminary Design documents and present and review them in person with AUTHORITY unless otherwise stated in the CSA.

2.4 Construction Document Phase

If required by a CSA, CONSULTANT shall complete the following as may be modified by the applicable CSA:

- 2.4.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs, prepare for incorporation in the Contract Documents final drawings (hereinafter called "Drawings") to show the specific scope, extent and character of the work to be furnished and performed by Contractor(s) and Specifications which will be in conformance with AUTHORITY forms as applicable. CONSULTANT shall permit no change in, or conflict with, AUTHORITY forms without prior written approval of the AUTHORITY.
- 2.4.2 Provide technical criteria, written descriptions and design data for AUTHORITY use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project, and assist AUTHORITY in consultations with appropriate authorities.

- 2.4.3 Advise AUTHORITY of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the project. Furnish to AUTHORITY a revised opinion of probable Total Project Costs based on the Drawings and Specifications.
- 2.4.4 Assist AUTHORITY in the preparation of contract forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders for review by AUTHORITY and other related documents if requested by the AUTHORITY. No change shall be made in any AUTHORITY form without prior written approval of the AUTHORITY. All requests for changes to the AUTHORITY forms shall be in writing.
- 2.4.5 Furnish five (5) copies of the above documents and of the Drawings and Specifications and review them in person with the AUTHORITY unless otherwise stated in the CSA. On the basis of the accepted Construction Documents, prepare three (3) sets of signed and sealed Construction Documents for building permit purposes. Provide corrections and/or changes required by the permitting agency. Provide three (3) sets of approved construction plans and master sets of technical specifications for the AUTHORITY'S use to issue bidding documents unless otherwise stated in the CSA. Construction documents shall also be provided on a storage medium compatible with AUTHORITY'S computer reading and drafting system. CONSULTANT shall deliver interim copies of computer medium if requested by the AUTHORITY.
- 2.4.6 Assist AUTHORITY in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

2.5 Bidding or Negotiating Phase

If required by a CSA, CONSULTANT shall complete the following as may be modified by the applicable CSA:

- 2.5.1 Attend the pre-bid meeting(s), issue addenda to all recipients of bid documents, prepare written clarifications or additional instructions, as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.2 Consult with and advise the AUTHORITY as to the acceptability of sub-contractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.5.3 Consult with the AUTHORITY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 2.5.4 Attend the bid opening and assist AUTHORITY in evaluating bids or proposals as to the compliance with all requirements of the bids or proposals.
- 2.5.5 Submittal of written Contract Award Recommendation for construction, materials, equipment and services.

SECTION 3 - CONSTRUCTION MANAGEMENT SERVICES PHASE

3.1 Construction Phase

If required by a (CSA), CONSULTANT shall complete the following as may be modified by the applicable CSA:

- 3.1.1 Provide general administration of Construction Contract. CONSULTANT shall consult with and advise AUTHORITY and act as AUTHORITY'S representative within the limits of the construction documents.
- 3.1.2 Attend construction conference(s) in connection with the work of Contractor(s) while it is in progress unless otherwise stated in the CSA.
- 3.1.3 Unless otherwise stated in the CSA, CONSULTANT shall make regular visits to the project site, including visits by supervising officer personnel, at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe and inspect as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In no event shall such site visits be less frequent than once per week. Based on information obtained during such visits and on such observations and inspections, CONSULTANT shall verify that such work is proceeding in accordance with the Contract Documents, applicable specifications and other contractual requirements, and CONSULTANT shall keep AUTHORITY informed of the progress of the work.
- 3.1.4 The purpose of CONSULTANT'S representation by the Resident Project Representative (and assistants, if any) at the site will be to better enable the CONSULTANT to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. In addition, as an experienced and qualified design professional, CONSULTANT will endeavor to assure AUTHORITY that the completed work of Contractor(s) conforms to the Contract Documents, and that the design as reflected in the Contract Documents has been implemented by Contractor(s).
- 3.1.5 Defective Work: During such visits and on the basis of such observations and inspections, CONSULTANT may disapprove of or reject Contractor(s) work while it is in progress if CONSULTANT believes that such work will not produce a completed project that conforms to the Contract Documents, or that it will prejudice the design concept of the project as reflected in the Contract Documents.
- 3.1.6 Interpretations and Clarifications: CONSULTANT shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- 3.1.7 Shop Drawings: CONSULTANT shall review and approve when acceptable; shop drawings, samples and other data which Contractor(s) are required to submit for compliance with the Contract Documents.
- 3.1.8 Substitutes: CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s) and notify the AUTHORITY of such substitutes prior to use.
- 3.1.9 Inspections and Tests: CONSULTANT shall have authority to require special inspection or testing of the work unless otherwise stated in the CSA. CONSULTANT shall receive and review all certificates of inspections, testing's and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 3.1.10 Disputes and Changes during Construction: If requested by AUTHORITY, CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of AUTHORITY and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. This section includes, holding meetings and negotiations with the Contractor to resolve disputes or changes to the Contract, including review and processing of all change orders.
- 3.1.11 Applications for Payment: Based on CONSULTANT'S on-site observations and inspections as an experienced and qualified design professional and on review of applications for payment and the

accompanying data and schedules:

- 3.1.11.1 CONSULTANT shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to AUTHORITY, based on such observations, inspections and review, that the work has progressed to the point indicated, and that, in accordance with the standard of care referenced herein, the work is in compliance with the Contract Documents. This recommendation will be subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation. In the case of unit price work, CONSULTANT'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 3.1.11.2 By recommending any payment, CONSULTANT represents that the quality and quantity of Contractor(s) work, as it has been furnished and performed is in compliance with the Contract Documents.
- 3.1.12 Contractor(s) Completion Documents: CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents. Such review by the CONSULTANT is to determine that their content complies with the requirements of, and in the case of certificates of inspection, warranties, tests and approvals the results certified indicate compliance with the Contract Documents; and CONSULTANT shall transmit them to AUTHORITY with written comments.
- 3.1.13 Asbestos: CONSULTANT shall not specify any materials which contain Asbestos. In addition, as part of the project close-out, CONSULTANT shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that CONSULTANT should have reasonably known.
- 3.1.14 Inspections: CONSULTANT shall conduct inspections and conduct and/or observe any tests necessary to determine if the work is substantially complete. A final inspection will be made to determine if the completed work is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor(s) and may give written notice to AUTHORITY and the Contractor(s) that the work is acceptable and in compliance with the Contract Documents. CONSULTANT shall have no control or responsibility for means, methods or safety of Contractor.

3.2 Start-Up, Turnover and Commissioning Phase

If required by a CSA, CONSULTANT shall complete the following as may be modified/supplemented by the applicable CSA:

- 3.2.1 Provide assistance in the closing of any financial or related transaction for the project.
- 3.2.2 Provide assistance in connection with the start-up, refining and adjusting of any equipment or system, including performing a final inspection at the end of the warranty period.
- 3.2.3 In company with AUTHORITY, visit the project to inspect and point out any apparent defects in the completed construction, assist AUTHORITY in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work, including assisting the AUTHORITY during warranty of the project(s).

- 3.2.4 Assist the AUTHORITY in training AUTHORITY'S staff to operate and maintain the project.
- 3.2.5 Assist the AUTHORITY in developing systems and procedures for control of the operation and maintenance of, and record keeping for, the project.
- 3.2.6 Prepare a set of reproducible record drawings (as-builts) and AutoCAD DVD(s) showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT confirmed by CONSULTANTS observations and inspections and which CONSULTANT considers significant.
- 3.2.7 If the AUTHORITY designates a person to represent the AUTHORITY at the site who is not the CONSULTANT or CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of CONSULTANT and the Resident Project Representative (and any assistants) will be set forth in the CSA issued for the project.

SECTION 4 - ADDITIONAL SERVICES OF CONSULTANT

4.1 Services Requiring Authorization in Advance

Only if authorized in writing by the AUTHORITY, and not included in basic services, may CONSULTANT receive additional compensation for furnishing or obtaining additional services of the types listed in paragraphs 4.1.1 through 4.1.6 inclusive.

- 4.1.1 Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental impact statements or other required environmental permits.
- 4.1.2 Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to changes in size, complexity of the AUTHORITY'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or order enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT'S control. Such services may be additional services, provided such services are not required as the result of any act, error or omission of the CONSULTANT.
- 4.1.3 Providing renderings or models for AUTHORITY'S use.
- 4.1.4 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 4.1.5 Preparing to serve or serving as a CONSULTANT or EXPERT WITNESS for the AUTHORITY in any litigation involving the project (except for negotiations in seeking settlement of disputes and assistance in consultations which is included as part of the Scope of Services referenced in this Agreement.
- 4.1.6 Services in connection with work directive changes and change orders to reflect changes requested by the AUTHORITY, which require additional design services from the CONSULTANT.

4.2 AUTHORITY'S Responsibilities

The AUTHORITY shall do the following in a timely manner so the services of the CONSULTANT are not delayed:

- 4.2.1 Designate a person to act as the AUTHORITY'S representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define the AUTHORITY'S policies and decisions with respect to CONSULTANT'S services for the project.
- 4.2.2 As requested, in writing, by CONSULTANT, provide criteria and information as to the AUTHORITY'S requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the AUTHORITY will require to be included in the Contract Documents.
- 4.2.3 Arrange for access to, and make provisions where necessary for CONSULTANT to enter upon, property as required for CONSULTANT to perform services under this Agreement.
- 4.2.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT render in writing decisions pertaining thereto within such time as may be identified by CONSULTANT. However, said decisions shall create no liability on the part of the AUTHORITY for approval or acceptance.
- 4.2.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project unless otherwise stated in the CSA.
- 4.2.6 If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
- 4.2.7 Furnish to CONSULTANT data or estimated figures as to the AUTHORITY'S anticipated costs for services to be provided by others for the AUTHORITY so that CONSULTANT may make the necessary findings to support opinions of probable Total Project Costs.
- 4.2.8 Attend the pre-bid conference, bid opening, pre-construction conferences, and substantial completion inspections and final completion inspections.
- 4.2.9 Give prompt written notice to CONSULTANT whenever the AUTHORITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect or non-conformance in the work of any Contractor.

SECTION 5 - PAYMENTS TO CONSULTANT

- 5.1 The total amount to be paid by the AUTHORITY under this Agreement and method of payment shall be set forth on each CSA. For those CSA's that are not a fixed price, the CONSULTANT shall notify the AUTHORITY in writing when 75% of the "not to exceed amount" has been reached on each CSA. The CONSULTANT will bill the AUTHORITY on a monthly basis, or as otherwise provided, at the amounts set forth for services rendered toward the completion of the Scope of Work on each CSA. Where incremental billings for partially completed items are permitted, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.
- 5.2 Pay Applications received from the CONSULTANT pursuant to this Agreement will be reviewed and upon approval by the AUTHORITY indicating that services have been received, will be sent to the Finance Department for payment. Invoices must reference the purchase order and this Agreement number. Invoices will normally be paid within thirty (30) days following the using department's approval.

- 5.3 Fixed Price Method of Payment: Whenever possible, the scope of services for services, projects or programs shall be thoroughly defined and outlined prior to its authorization. The AUTHORITY and CONSULTANT shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Should the AUTHORITY deem that a change in the scope of services is appropriate, then a decrease or increase shall be agreed to in writing. Prior to execution of a fixed price authorization, the CONSULTANT shall have submitted a detailed cost proposal including the estimated labor hours, labor rates as established in Section 5.5 of this Article, sub-contractual services, out of pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall include all services including labor, reimbursement expenses, overhead and profit as part of the fixed price.
- 5.4 Computation of Time Charges/Not to Exceed Method of Payment: When a service is to be compensated for on a time charge/not to exceed basis, the CONSULTANT will submit a not to exceed budget to the AUTHORITY for prior approval based on estimated labor hours and labor rates as established in Section 5.5 of this Article, which shall not exceed established hourly rates as shown in EXHIBIT B attached hereto, or the latest rates approved by the AUTHORITY, plus sub-contractual services, out of pocket expenses and other related costs supporting the proposed work. Should the CONSULTANT find it necessary to change assigned personnel during the execution of the work, the CONSULTANT must make every effort to substitute equally qualified staff at the same loaded labor rate as identified in EXHIBIT B. The CONSULTANT must obtain prior written authorization from the AUTHORITY for all staff changes and substitutions that are made after the initial CSA has been executed. The AUTHORITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed cost amount approved by the AUTHORITY.
- 5.5 The AUTHORITY agrees to pay the CONSULTANT compensation based upon the actual hourly labor rates (employee hourly salaries) for services rendered by personnel directly engaged on AUTHORITY projects. The break-even multiplier will be calculated using the audited overhead plus the fringe benefit rates. The billing multiplier will be calculated by adding a negotiated profit of up to 10% to the breakeven multiplier. The billing multiplier will be capped at 3.00. Therefore, the billing multiplier will be the lesser of the number calculated as described above or 3.00. The billing multiplier will be rounded to the nearest second decimal place. The labor billing rate for each employee will be calculated by multiplying the respective actual hourly labor rates and the billing multiplier.
- The labor, general overhead, fringe benefit rate, and profit factors may be subject to audit. The Fiscal Year 2021 established loaded hourly labor rates are set forth in Exhibit B attached hereto and made a part hereof. Exhibit B may be adjusted with AUTHORITY's approval once per year on or after the anniversary date of this Agreement to reflect any changes in CONSULTANT staff status, the actual labor rates at that time, and the audited labor multiplier. At the time of requesting a labor rate adjustment, the CONSULTANT will provide a report of an independent certified public accountant on statement of direct labor, fringe benefits and general overhead. If a rate adjustment is not requested by the CONSULTANT within six (6) months past the anniversary date of the Agreement, the AUTHORITY will not approve a rate adjustment until the date of the next anniversary of the Agreement.
- 5.6 For routine consulting projects and construction/field work projects lasting less than one-hundred and sixty (160) hours, the audited office multiplier can be used for establishing loaded labor rates. For all other construction and/or field work tasks/projects exceeding the above threshold, the loaded labor rate for the individuals performing the field work will be calculated using the audited field multiplier.
- 5.7 Unless specifically approved by the AUTHORITY in writing, CONSULTANT is not allowed to bill any labor and expense associated with CONSULTANT's internal Quality Assurance, Quality Control, financial management, and monthly invoicing for work performed on AUTHORITY's projects. Cost categories and items that are included in the audited overhead cannot be billed to the AUTHORITY.
- 5.8 The Maximum Hourly Compensation will not exceed \$250.00, without prior written approval of the AUTHORITY.
- 5.9 Compensation for sub-consultants will be negotiated on a per consultant services authorization basis.

Compensation will be through either a direct mark-up no greater than eight percent (8%) or through the addition of time for the management effort required for any approved sub-consultant. If the CONSULTANT chooses to add time to manage its sub-consultants instead of direct markup, such tasks shall be clearly identified in the proposal by including a separate line item on the labor/budget estimates. Sub-contractual services shall be approved by the AUTHORITY in writing prior to performance of the sub-contractual work. Consulting time for processing and management of the sub-consultant shall not be included in direct costs if a direct mark-up is applied for management efforts.

- 5.10 Reimbursable expenses will be reimbursed up to the not-to-exceed amount identified on each CSA. All reimbursable expenses will be estimated up front at the time of negotiating each CSA. All requests for payment of reimbursable expenses eligible for reimbursement under the terms of the Agreement shall be actual expenses incurred and include copies of paid receipts, invoices, or other documentation acceptable to the AUTHORITY Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each CSA. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. Per Diem, car rental, mileage, meals, and lodging expenses are not allowable for CONSULTANT staff from the local office.
- 5.11 In order for both parties to close their books and records, the CONSULTANT will clearly state "Final" on the CONSULTANT'S final/last billing to the AUTHORITY for each CSA. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY for the identified CSA. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the CONSULTANT for the identified Service Authorization. The AUTHORITY and CONSULTANT acknowledge that the AUTHORITY shall not be liable for any further charges and cost not included in this "Final" invoice.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

- 6.1.1 The construction cost of the entire project (herein referred to as "Construction Cost") means the total cost to the AUTHORITY of those portions of the entire project designed and specified by CONSULTANT, but it will not include CONSULTANT'S compensation and expenses, the cost of land acquisition, including rights-of-way, or compensation for or damages to, properties unless the Contract so specifies. It will not include AUTHORITY'S legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the project or the cost of other services to be provided by others to AUTHORITY.
- 6.1.2 If required by AUTHORITY and accepted by the CONSULTANT, there shall be a Construction Budget Cap as set forth in each CSA for each project, and the CONSULTANT agrees to maintain this amount or he/she shall redesign at no cost to the AUTHORITY until construction and demolition can be achieved within this limit. The program shall not be lessened by design requirements to decrease costs without the express written approval of AUTHORITY. Similarly, "Add" Alternates for program requirements are not allowable in order for the CONSULTANT to lessen costs to meet the Fixed Limit Construction Budget Cap.

6.2 Opinions of Cost

Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional engineer, familiar with the

construction industry.

SECTION 7 - GENERAL CONSIDERATION

7.1 Standard of Care

- 7.1.1 CONSULTANT has, during the evaluation and negotiation process which has preceded the Effective Date of this Agreement, represented to AUTHORITY that the CONSULTANT is possessed of a level of skill, knowledge, experience and expertise of a nationally recognized engineering firm. CONSULTANT acknowledges that AUTHORITY has relied on CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this Agreement, , CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill and ability as other engineers possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of fair dealing and confidence established by this Contract, and covenants with AUTHORITY to cooperate with AUTHORITY and to utilize CONSULTANT'S best skill, efforts and judgment in furthering the interests of the AUTHORITY. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the AUTHORITY'S interests.
- 7.1.2 CONSULTANT further contracts with AUTHORITY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Accessibility provisions of the Americans with Disabilities Act (ADA) shall be complied with and incorporated into the project.
- 7.1.3 Although specific provisions of this Agreement refer to some services with terms such as "complete", "accurate", "full extent", "highest", "in detail", "verify", "certify", "represent", "substantiate", "inspect", "monitor", "discover", "as often as necessary", "approve", "accept", "reject", and "enforce", such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.
- 7.1.4 The CONSULTANT shall not be responsible for the means, methods, techniques, sequences and operations of construction or safety precautions and programs unless such means, methods, techniques, sequences and operations of construction or safety precautions and programs are provided for in Construction Documents.

7.2 Termination

- 7.2.1 This Agreement may be canceled by the CONSULTANT upon sixty (60) days prior written notice to the AUTHORITY in the event of failure by the AUTHORITY to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the AUTHORITY, with or without cause, within five (5) calendar days upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination. CONSULTANT agrees to waive and make no claim for lost profits or other consequential damages. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY the CONSULTANT shall do all of the following:
- a) Stop work on the date and to the extent specified.
 - b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - c) Transfer all work in process, completed work, and other materials related to the terminated work to the AUTHORITY.
 - d) Continue and complete all parts of the work that have not been terminated.

- 7.2.2 Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.
- 7.2.3 Notwithstanding any breach of this Agreement by either party, the status of payment to the CONSULTANT, nor the AUTHORITY'S exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this project which have been created as a part of CONSULTANT'S services, or authorized by the AUTHORITY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Agreement, whether or not in privity of contract with the AUTHORITY or CONSULTANT, and wherever located shall be the property of the AUTHORITY. Use by the Authority of any draft, incomplete, or other materials which are not submitted as final work product shall be at the Authority's sole risk.

7.3 Truth-in-Negotiation Certificate

- 7.3.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Contract and no higher than the average rates charged CONSULTANT'S other customers for the same or substantially similar service.
- 7.3.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following final payment. AUTHORITY has the authority and right to audit CONSULTANT'S records under this provision.

7.4 Personnel

- 7.4.1 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. . Such personnel shall not be employees of or have any conflicting relationship with the AUTHORITY.
- 7.4.2 All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized or permitted under state and local law to perform such services.
- 7.4.3 Any changes or substitutions in the CONSULTANT'S key personnel or sub-consultants must be made known to the AUTHORITY'S representative and written approval must be granted by the AUTHORITY before said change or substitution can become effective.
- 7.4.4 The CONSULTANT represents that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in 7.1 above.

The following personnel shall be considered key personnel:

Matthew Schultz, P.E, Contract Manager
Office No.: 305-704-4432 Cell No.: 719-238-1853 Email: mschultz@brwncaid.com

Jim Nissen, P.E., Project Manager
Office No.: 407-661-9517 Cell No: 407-810-1051 Email: jnissen@brwncaid.com

7.4.5 CONSULTANT'S Representative:

The CONSULTANT will identify the name of the Project Engineer/Manager and Resident Project Representative during the scoping phase prior to execution of the CSA. The Project Engineer and Resident Project Representative shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this Agreement. These individuals shall be assigned to the project through final acceptance of construction. Neither the Project Engineer/Manager nor the Resident Project Representative shall be removed from his/her responsibilities on this project without the written consent of the AUTHORITY. The AUTHORITY shall retain reasonable right of approval of the CONSULTANT'S designated Project Engineer/Manager and Resident Project Representative and the right to require the CONSULTANT to replace its designated Project Engineer/Manager or Resident Project Representative with another individual acceptable to the AUTHORITY.

7.5 EQUAL BUSINESS OPPORTUNITY PROGRAM:

The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population including, but not limited to, local, small, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process, in accordance with Section 6.1 through 6.4 of the Purchasing Manual, which is hereby incorporated herein. Program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

A. Affirmative Procurement Initiative (API):

The AUTHORITY has applied the following contract-specific Affirmative Procurement Initiative to this contract. CONSULTANT hereby acknowledges and agrees the selected API requirement shall also be extended to any change order or subsequent contract modification, and absent EBO'S granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement.

S/M/WBE SUBCONTRACTING PARTICIPATION:

The AUTHORITY established a mandatory minimum 20% Small/Minority/Women Business Enterprise (S/M/WBE) Subcontracting Participation in this Agreement in accordance with the solicitation. The CONSULTANT acknowledges its commitment to achieve ten percent (10%) SBE Participation and ten percent (10%) M/WBE Participation to meet the combined overall minimum 20% S/M/WBE Participation. All firms must perform a "Commercially Useful Function" on this contract. See Definition Section of the Authority's Purchasing Manual, as incorporated herein.

B. S/M/WBE Sub-consultant/Supplier Utilization Plan:

The Subcontractor/Supplier Utilization Plan submitted by the CONSULTANT to AUTHORITY with its price proposal for each CSA must include the names of the certified S/M/WBE Sub-consultants to be used by CONSULTANT on this contract. The CONSULTANT must identify the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each S/M/WBE Sub-consultant, and documentation including a description of each S/M/WBE Sub-consultant's scope of work and confirmation of each S/M/WBE sub-consultant's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached as Exhibit C and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the EBO, the failure of CONSULTANT to attain this subcontracting goal for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the AUTHORITY, and may result in debarment from performing future AUTHORITY

contracts, withholding of payment for retainage up to the dollar amount of the underutilization below the agreed upon S/M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the EBO Program Policy, or under any other law.

C. Calculating S/M/WBE Participation:

The percentage of participation shall be calculated by dividing the actual payments from the CONSULTANT to local certified S/M/WBE firms providing goods under this Agreement by the actual payments to the CONSULTANT from the AUTHORITY.

The goal is to encourage doing business with certified local SBE firms with certifications from any certifying organization in the State of Florida approved by the AUTHORITY. For the purpose of this requirement, an eligible local SBE firm included in the CONSULTANT's plan submitted in response to the solicitation giving rise to this Agreement must have had a valid certification prior to the due date for responses to solicitation. Certified local SBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in the AUTHORITY's Purchasing Manual, Section 6, incorporated herein, as of the aforementioned dates required for certification.

D. Demonstration of Good Faith Effort:

CONSULTANT is required to demonstrate a Good Faith Effort, as defined in the AUTHORITY's Purchasing Manual, to accomplish the Affirmative Procurement Initiative as described in Paragraph "A" of Section 7.5, and to meet the commitments in the SBE Subcontractor/Supplier Utilization Plan, attached as Exhibit "C". No additions, deletions, substitutions or modifications to the Subcontractor/Supplier Utilization Plan may be made without the prior approval of the EBO office. Requests for additions, deletions, substitutions or modifications must be submitted in writing and shall state the nature of the requested change, and in the case of requested additions or substitutions, the SBE Subcontractor/Supplier name, scope of work, and dollar value of work to be performed in addition to any other documentation requested by the EBO office. Upon approval, this request shall constitute a duly authorized modification of this Agreement and considered an amendment hereto by consent of the parties satisfying the requirements of the Agreement without necessity of further action of any type by the parties. Among other things, in demonstration of a Good Faith Effort in relation to this Agreement, CONSULTANT shall follow all requirements of the EBO Program, including:

1. If CONSULTANT is unable to meet the participation requirements for S/M/WBEs specified in its Subcontractor/Supplier Utilization Plan, the CONSULTANT shall seek substitute or additional S/M/WBEs to fulfill the requirements; the requested substitution must be approved by the Director of the EBO Office or designee and the Originating Department Director or designee.
2. If, after reasonable Good Faith Efforts, the CONSULTANT is unable to find an acceptable substitute or additional S/M/WBE, a post-award waiver shall be requested. The request shall document the reasons for the CONSULTANT's inability to meet the goal requirement. In the event the CONSULTANT is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or additional for the initial S/M/WBE proposed utilization, the contract may, in the AUTHORITY's sole and unfettered discretion, be terminated for material breach and or AUTHORITY may pursue other penalties and sanctions permitted by this Agreement.
3. If requesting a post-award vendor subcontracting waiver, the CONSULTANT shall request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form (Attachment "C.2"). Documentation and supporting evidence of all Good Faith Efforts made to comply with the subcontracting goal must also be submitted. **CONSULTANT shall submit request by visiting swa.gob2g.com.**

E. Equal Business Opportunity (EBO) Program Compliance – General Provisions

1. CONSULTANT acknowledges that the AUTHORITY's EBO Program is in furtherance of the AUTHORITY's efforts at economic inclusion, and that CONSULTANT's commitments including, but not limited to, the Subcontractor/Supplier Utilization Plan, are part of CONSULTANT's scope of work as referenced in the AUTHORITY's solicitation that formed the basis for contract award and subsequent execution of this Agreement. CONSULTANT's compliance with the EBO Program and exercise of a Good Faith Effort to achieve the S/M/WBE Participation Goals are considered by the parties to this Agreement to be material terms. CONSULTANT voluntarily agrees to fully comply with the EBO Program terms as a condition for being awarded this contract by the AUTHORITY. Without limitation, CONSULTANT further agrees to the following terms as part of its contract responsibilities under the EBO Program:
 - a) CONSULTANT shall cooperate fully with the EBO Office and other AUTHORITY departments in their data collection and monitoring efforts regarding CONSULTANT's utilization and payment of all of its subcontractors and suppliers, including both S/M/WBE and non-S/M/WBE firms for their performance of Commercially Useful Functions on this contract, including, but not limited to, the timely submission of completed forms to the Office of EBO as specified in the EBO Program Policy & Procedures, the timely reporting of payments, and entry of data into the **Equal Business Opportunity Management System**, and ensuring the timely compliance of its subcontractors and suppliers with this requirement. **CONSULTANT shall report and enter data by visiting swa.gob2g.com;**
 - b) CONSULTANT shall cooperate fully with any AUTHORITY or EBO investigation (and shall also respond truthfully and promptly to any AUTHORITY or EBO inquiry) regarding possible non-compliance with EBO Program requirements on the part of CONSULTANT or its Sub-consultants or suppliers;
 - c) CONSULTANT shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Sub-consultants and workers to determine whether there has been a violation of the terms of this Agreement;
 - d) CONSULTANT shall immediately notify AUTHORITY through the EBO or the Originating Department for this contract of any proposed changes to CONSULTANT's Sub-consultant/Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONSULTANT to replace the Sub-consultant/Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Sub-consultant/Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by CONSULTANT of work previously designated for performance by Sub-consultant or supplier, substitutions of new Sub-consultants, terminations of previously designated Sub-consultants, or reductions in the scope of work and value of work awarded to Sub-consultants or suppliers by submitting a Change To Utilization Plan form (Attachment "C.1") and Post Award Vendor Subcontracting Waiver Request (Attachment "C.2"), and shall be subject to advanced written approval by the Originating Department and the EBO;
 - e) CONSULTANT shall immediately notify the Originating Department and EBO of or change in its ownership or business structure;
 - f) CONSULTANT shall retain all records of its Sub-consultant payments for this contract for a minimum of five (5) years following the conclusion of this contract;

- g) In instances wherein the EBO determines that a Commercially Useful Function is not actually being performed by the S/M/WBE firms listed in a CONSULTANT's Sub-consultant/Supplier Utilization Plan, the CONSULTANT shall not be given credit for the participation of its S/M/WBE subcontractor(s) or joint venture partner(s) towards attainment of S/M/WBE firm utilization goals, and the CONSULTANT and its listed S/M/WBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures;
- h) CONSULTANT acknowledges that the AUTHORITY will not execute an agreement for this project until the CONSULTANT and each of its Sub-consultants for this project have registered and/or maintained active status in the AUTHORITY's Equal Business Opportunity Management System and CONSULTANT has represented to AUTHORITY which primary commodity codes each registered Sub-consultant will be performing under for this contract;
- i) CONSULTANT acknowledges that the AUTHORITY will not execute an agreement for this project until the CONSULTANT provides an executed agreement with each of its S/M/WBE Sub-consultants or suppliers with a contract term having the same as with this Agreement at a minimum.

F. Affirmative Procurement Initiatives - Compliance

1. Commercial Nondiscrimination Policy Compliance:

As a condition of entering into this agreement, the CONSULTANT represents and warrants that it has complied with throughout the course of this bidding and contract award process, and will continue to comply with, the AUTHORITY's Commercial Nondiscrimination Policy, as described in Section 6 of the Purchasing Manual, as incorporated herein. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information, in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY's relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the AUTHORITY pursuant to the bid solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. CONSULTANT shall incorporate this clause into each of its subcontractor and supplier agreements entered into pursuant to AUTHORITY contracts.

2. Prompt Payment:

Upon execution of this contract by CONSULTANT, CONSULTANT shall be required to submit to AUTHORITY accurate payment information with each invoice regarding each of its Sub-consultants to ensure that the CONSULTANT's reported subcontract participation is accurate. CONSULTANT shall pay its Sub-consultants in compliance within timeframes set forth in accordance with the Florida Local Government Prompt Payment Act, or within ten (10) days of receipt of payment from the AUTHORITY, whichever is sooner.

3. Violations:

In addition to the above, CONSULTANT acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this Agreement to:

- a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;
- b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;
- c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;
- d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and
- e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.

4. Penalties, Sanctions and Debarment:

Any person who violated the provisions of this section shall be subject to the sanctions and penalty provisions of Section 6.1 through 6.4 of the AUTHORITY's Purchasing Manual, as incorporated herein by reference that include, but are not limited to:

- a) Suspension of contract;
- b) Withholding of funds;
- c) Recession of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- d) Refusal to accept a response or proposal to a future bid or RFP;
- e) Debarment of a Respondent, Contractor or other business firm from eligibility for providing goods or services to the AUTHORITY for a period not to exceed three (3) years (subject to change upon AUTHORITY Board approval); and
- f) Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

7.6 Independent Contractor Relationship

- 7.6.1 The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.

7.6.2 The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this contract.

7.7 Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, fit, or any other consideration contingent upon or resulting from the award or making of this Contract.

7.8 Authority to Conduct Business

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform all requirements in this Agreement. Proof of such licenses and approvals shall be submitted to the AUTHORITY upon request.

7.9 Federal and State Tax

7.9.1 The AUTHORITY is exempt from payment of Florida State Sales and Use Taxes. The AUTHORITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the AUTHORITY. The CONSULTANT is not authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

7.9.2 The CONSULTANT shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this contract.

7.10 Availability of Funds

The AUTHORITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the AUTHORITY Governing Board.

7.11 Insurance

7.11.1 CONSULTANT shall, at its sole expense, maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall provide the AUTHORITY with at least thirty (30) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as AUTHORITY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract. In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-consultants insurance coverage, to the extent that insurance meeting the limits would have afforded coverage to the AUTHORITY, as indicated in Article 7.11. CONSULTANT shall not commence work under this contract until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

7.11.2 Commercial General Liability: CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by AUTHORITY'S Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

- 7.11.3 Business Automobile Liability: CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- 7.11.4 Worker's Compensation Insurance & Employers Liability: CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- 7.11.5 Professional Liability: CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, AUTHORITY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form, if coverage is provided on a "claims-made" form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis. Depending upon the nature and/or size of the Project, authorized by individual CSA, AUTHORITY may require the CONSULTANT to provide a higher level of coverage for that specific project and time frame. Such additional cost to be paid by the AUTHORITY.
- 7.11.6 Additional Insured: CONSULTANT shall endorse the AUTHORITY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Solid Waste Authority of Palm Beach County, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- 7.11.7 Waiver of Subrogation: Except for CONSULTANT'S Worker's Compensation and Professional Liability policies, CONSULTANT hereby waives any and all rights of Subrogation against the AUTHORITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- 7.11.8 Certificate(s) of Insurance: Prior to execution of this Agreement, CONSULTANT shall deliver to the AUTHORITY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include the following language: "Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions." CONSULTANT shall provide notice to the AUTHORITY at any time CONSULTANT becomes aware of any cancellation or material change in the insurance policies. The certificate of insurance shall be issued to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

- 7.11.9 Umbrella or Excess Liability: If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The AUTHORITY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 7.11.10 Right to Review: AUTHORITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any insurer or the required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. AUTHORITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.12 Disclosure and Ownership of Documents

- 7.12.1 The CONSULTANT shall deliver to the AUTHORITY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the AUTHORITY under this Agreement.
- 7.12.2 All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the AUTHORITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the AUTHORITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Agreement for an AUTHORITY project or at the AUTHORITY'S expense shall be and remain the AUTHORITY'S property and may be reproduced and reused at the discretion of the AUTHORITY. However, CONSULTANT will incur and assume no liabilities for modification or reuse unless CONSULTANT agrees with and is compensated for said reuse.
- 7.12.3 All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

7.13 Jurisdiction, Venue, Waiver of Jury Trial and Remedies

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No single or partial failure by any party to exercise any right, power, or remedy hereunder shall preclude that party from exercising that right, power or remedy in the future. **THE AUTHORITY AND CONSULTANT FREELY AND VOLUNTARILY AGREE TO WAIVE ITS RESPECTIVE RIGHT TO A JURY TRIAL ON ANY ISSUE(S) SO TRIABLE.**

7.14 Conflict of Interest

- 7.14.1 The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any such interest shall be employed for said performance.
- 7.14.2 The CONSULTANT shall promptly notify the AUTHORITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the AUTHORITY as to whether the association, interest or circumstance would, in the opinion of the AUTHORITY, constitute a conflict of interest if entered into by the CONSULTANT. If, in the opinion of the AUTHORITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the AUTHORITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the AUTHORITY by the CONSULTANT under the terms of this Contract.

7.15 Excusable Delays

- 7.15.1 The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the CONSULTANT or its sub-consultants and without their fault or negligence. Such causes may include, under relevant circumstances: acts of God; natural or public health emergencies; strikes not within CONSULTANT'S work force, company or agent's thereof; freight embargoes; and "abnormally severe and unusual" weather conditions.
- 7.15.2 Upon the CONSULTANT'S request, the AUTHORITY shall consider the facts and extent of any failure to perform the work and, if in the reasonable opinion of the AUTHORITY the CONSULTANT'S failure to perform was without it or its sub-consultants fault or negligence, the Contract shall be revised accordingly; subject to the AUTHORITY'S rights to change, terminate, or stop any or all of the work at any time.

7.16 Arrears

The CONSULTANT shall not pledge the AUTHORITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

7.17 Modifications of Work

- 7.17.1 The AUTHORITY reserves the right to make changes in the work required by any CSA, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the AUTHORITY'S notification of a contemplated change, the CONSULTANT shall promptly, (1) if requested by AUTHORITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the AUTHORITY of any estimated change in the completion date and (3) advise the AUTHORITY in writing if the contemplated change will affect the CONSULTANT'S ability to meet the completion dates or schedules of this Agreement.
- 7.17.2 If the AUTHORITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the AUTHORITY'S decision to proceed with the change.

7.17.3 If the AUTHORITY elects to make the change, the AUTHORITY shall issue an amendment to the applicable CSA and the CONSULTANT shall not commence work on any such change until such written amendment has been issued.

7.18 Notice

All notices required in this Contract if sent to the AUTHORITY shall be mailed to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412
Attention: Executive Office
Office No.: 561-640-4000 Fax No.:561-640-3400

and if sent to the CONSULTANT shall be mailed to:

Brown and Caldwell
1475 Centrepark Boulevard
Suite 210
West Palm Beach, Florida 33401
Attention: Albert Perez, P.E., Vice President
Office No.: 561-684-3456 Email: alperez@brwncald.com

7.19 Severability

7.19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

7.19.2 The provisions of this section shall not prevent the entire Agreement from being void if a provision which is of the essence of the Agreement is determined to be void.

7.20 Entirety of Contractual Agreement

7.20.1 The AUTHORITY and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

7.20.2 This contract includes the following exhibits, which are attached hereto and made a part hereof:

Exhibit A - Scope of Work
Exhibit B - Fee Schedule
Exhibit C – S/M/WBE Participation

7.21 Successors and Assigns

AUTHORITY and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party and its partners, successors, executors, administrators, assigns and legal representatives. CONSULTANT shall not assign this Agreement without the prior express

written approval to the AUTHORITY in its sole discretion via executed amendment.

7.22 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, sub-contractors and sub-consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

7.23 AutoCAD DVD

CONSULTANT agrees to provide AUTHORITY an electronic copy of the AutoCAD DVD used by CONSULTANT to develop the final Contract Documents and an electronic copy of the record drawings. The hard copy of the Contract Documents containing the CONSULTANT'S professional engineering stamp shall take precedence over the AutoCAD DVD.

7.24 Proprietary Information

Notwithstanding any other provision of this Contract, all of CONSULTANT's pre-existing computer programs, standard details, figures, templates, specifications or software developed by CONSULTANT outside of this Contract shall remain the exclusive property of CONSULTANT. The AUTHORITY reserves the right to reuse any pre-existing standard details, figures, templates or specification utilized by CONSULTANT on AUTHORITY projects for any work related to the repair, expansion, rehabilitation, or modification of such projects.

7.25 Criminal History Records Check

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or sub-consultants are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and sub-consultants who are to enter a "critical facility" will be subject to a fingerprint based on criminal history records check. Although AUTHORITY agrees to pay for all applicable FDLE/FBI fees required for criminal history records checks, the CONSULTANT shall be solely responsible for the financial schedule, and staffing implications associated in complying with Ordinance 2003- 030.

7.26 Inspector General

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7.27 Indemnification

7.27.1 General

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Article.

7.27.2 Indemnification

The CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and the design professional and other persons employed or utilized by the CONSULTANT in the performance of the contract.

7.27.3 Survival

Upon completion of all services, obligations and duties provided for in this Agreement or in the event of termination of this agreement for any reason, the terms and conditions of this Article shall survive.

7.28 Compliance with Laws

In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

7.29 Sub-consulting

7.29.1 AUTHORITY reserves the right, in its sole discretion, to accept in writing the use of a sub-consultant or to reject the selection of a particular sub-consultant under this Agreement.

7.29.2 If a sub-consultant fails to perform or make progress as required by this agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the AUTHORITY.

7.30 Waiver

A waiver by either AUTHORITY or CONSULTANT of any breach of this agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

7.31 Public Records, Access and Audits

7.31.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

7.31.2 **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS

**RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT:
RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL. 33412
561-640-4000 EXT. 4606
RECORDS CUSTODIAN@SWA.ORG**

- 7.31.3 The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. Upon AUTHORITY'S request, CONSULTANT shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.
- 7.31.4 Notwithstanding anything herein to the contrary, the CONSULTANT expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.
- 7.31.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the CONSULTANT and the CONSULTANT must provide the records or allow access to the records within a reasonable time. A CONSULTANT who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.
- 7.31.6 Therefore, the CONSULTANT is required to:
- 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
 - 2) Upon AUTHORITY's request from the AUTHORITY's Records Manager; provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the CONSULTANT does not transfer the records to the AUTHORITY; and
 - 4) Upon completion of the Agreement, transfer at no cost to the AUTHORITY, all public records in possession of the CONSULTANT or keep and maintain public records to the AUTHORITY upon completion or termination of the Agreement; the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the AUTHORITY, upon request from the AUTHORITY's Records Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the AUTHORITY.

7.31.7 Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Contract.

7.32 Contract Administration

Services of CONSULTANT shall be under the general direction of the Director of Project Management and Facilities Development or his/her successor, who shall act as the AUTHORITY'S representative during the term of this agreement.

7.33 Scrutinized Companies

7.33.1 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification may be submitted at the time of renewal of this Agreement.

7.33.2 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification may be submitted at the time of renewal of this Agreement.

7.34 Agreements with Other Governmental Entities

7.34.1 The CONSULTANT agrees that this Agreement constitutes an offer to all State Agencies, Political Subdivisions and municipalities of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement should the CONSULTANT deem it in the best interest of their business to do so.

7.34.2 The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

7.35 Third Party Beneficiary Disclaimer:

It is not the intent of these documents to create third party beneficiary status in any person or entity that is not a direct party this Agreement and no language in this Agreement should be construed or interpreted as creating a third party beneficiary.

7.36 E-VERIFY – Employment Eligibility:

- A. The CONSULTANT certifies, warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended and that CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT'S subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. CONSULTANT shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

- B. AUTHORITY shall terminate this Agreement if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If AUTHORITY has a good faith belief that one of CONSULTANT'S subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, AUTHORITY shall notify CONSULTANT to terminate its contract with the subcontractor and CONSULTANT shall immediately terminate its contract with the subcontractor. If AUTHORITY terminates this Agreement pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by AUTHORITY for a period of one (1) year from the date on which the Agreement was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by AUTHORITY as a result of the termination.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the **Solid Waste Authority of Palm Beach County**, at a regular meeting thereof, by action of the AUTHORITY Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Executive Director, and **CONSULTANT** has executed this agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:
1. [Signature]
2. [Signature]

By: [Signature]
Daniel Pellowitz
Executive Director

APPROVE AS TO LEGAL SUFFICIENCY

By: Howard J. Falcon III
Howard J. Falcon, III Esq.
General Counsel

Digitally signed by Howard J. Falcon III
DN: OC=eng, OU=Solid Waste Authority, OU-CATT,
OU=Users, CN=Howard J. Falcon III,
E=HJFalcon@swa.gov.org
Reason: I am the author of this document
Location: your signing location here
Date: 2021.04.29 09:27:51 -0400
Foxit Reader Version: 10.1.0

APPROVE AS TO TERMS AND CONDITIONS

By: Nathan Mayer
Signature
Nathan Mayer
Print Name

Director of PM and Facilities Development
Title

Attest:
[Signature]
Corporate Secretary

By: [Signature]
Name: Albert L. Perez, PE

Title: Vice President

Date: April 28, 2021



Approved by Authority Board on 02/10/2021, Item 9.E.1

SCOPE OF WORK

1. INTRODUCTION:

The AUTHORITY requires consulting engineering services related to the AUTHORITY's solid waste management facilities. The CONSULTANT will receive a Consultant Services Authorization (CSA) for individual projects that will be assigned at the sole and unfettered discretion of the AUTHORITY.

2. SCOPE OF WORK:

2.1 The CONSULTANT shall demonstrate the capability to provide professional consulting engineering and related services in all phases of any project to which the scope of work applies as hereinafter provided. These consulting services may include, but are not limited to:

A. Basic Services:

- AUTHORITY's Professional Representative
- Study and Report Phase
- Preliminary Design Phase
- Construction Document Phase
- Bidding or Negotiating Phase

B. Construction Management Services:

- Construction Administration Phase
- Assistance in Start-Up, Turnover and Commissioning Phase

C. Additional Services

- Any additional services as needed by the AUTHORITY.

2.2 The work includes, but is not limited to: planning, surveying, design, preparation of studies and reports, permitting, preparation of construction documents, construction management services including procurement and resident services during construction and all necessary incidental and related activities and services required for current and future solid waste management facilities development, siting, expansions, closures, end use operations and other improvements or modifications in connection with such facilities and other engineering services, as required.

2.3 The services may also include: geotechnical, structural, electrical, mechanical, geological, hydrogeological, civil, utilities, land acquisition, sub-base preparation, waste quantity analysis, facilities site selection and evaluation, mitigation, cost estimates, groundwater and surface water management and monitoring plans and reports, stormwater collection and conveyance, odor and air quality studies, full service construction management services including scheduling, procurement, QA/QC and resident engineering services, full service waste management facility design and preparation of detailed drawings and specifications for the proposed construction work and for all equipment required, transportation services including planning, haul route analysis and transportation cost analysis, permit acquisition, pre-award services, and operation and maintenance manuals. Services shall also include continuing consulting, review and financial advisory services relative to the operation, expansion and development of the AUTHORITY's solid waste management facilities.

To Be Determined Based on the Authority's Needs for Individual Projects

FEE SCHEDULE

EXHIBIT B

FEE SCHEDULE - 2021 - 2022BROWN AND CALDWELL

EMPLOYEE NAME		BILLING RATE
LAST	FIRST	\$/HR
ABORDO	ROBERT	\$ 230.01
ARISTIZABAL	CHRISTIAN	\$ 134.55
BASULTO	ALBERT	\$ 250.00
BATISTE	STEVE	\$ 208.29
BEHRENS	FELIPE	\$ 147.51
BLOOM	GEORGE	\$ 230.52
BOBKA	RYAN	\$ 212.73
BURNEY	RUTH	\$ 190.68
CHAPIN	SAM	\$ 215.25
CRAWFORD	DAVID	\$ 250.00
DAHDAH	REBECCA	\$ 129.48
DE REAMER	GUI	\$ 250.00
DIEDRICH	JOHN	\$ 250.00
DIMICELI	ANTHONY	\$ 148.05
ELEAZER	BILL	\$ 248.58
GARDNER	ROSELYN	\$ 98.34
GARI	VALENTINA	\$ 142.29
GIL	EVERETT	\$ 222.33
HARBER	MARK	\$ 250.00
HERRERA	DIEGO	\$ 177.78
HOFF	KENNETH	\$ 180.30
HRABOVSKY	ROBERT	\$ 235.95
HURLBERT	VICTOR	\$ 250.00
ISBELL	GARRETT	\$ 89.58
JARAMILLO	JORGE	\$ 227.07
JAUREGUI	MELISSA	\$ 141.48
JONES	GREGG	\$ 250.00
KIRSCHNER	ALAN	\$ 250.00
KOTOWSKI	JULIE	\$ 131.94
MODY	ANAND	\$ 213.15

EXHIBIT B

EMPLOYEE NAME		BILLING RATE
LAST	FIRST	\$/HR
MOHSIN	HISYAM	\$ 90.87
NEAR	ROBERT	\$ 138.24
NISSEN	JAMES	\$ 250.00
PARK	KIHOON	\$ 176.91
PATE	JACOB	\$ 86.58
PEREZ	ALBERT	\$ 250.00
RANGEL ROJAS	FABIAN	\$ 100.89
REDMOND	ANN	\$ 250.00
ROMERO	TANIA	\$ 203.25
ROSETTA	DAVID	\$ 204.15
SCHULTZ	MATTHEW	\$ 250.00
SCOTT	KATHERINE	\$ 91.86
SERRANO	HECTOR	\$ 162.12
SHAH	ADARSH	\$ 190.68
SIMMONS	TONTA	\$ 216.33
TILEN	ELI	\$ 250.00
TOMLINSON	HARRY	\$ 231.39
WARD	CHRIS	\$ 159.27
WATKINS	LOUISE	\$ 89.28
WELCOME	LINDSEY	\$ 165.84
WIMSATT	BRICE	\$ 90.33
WOLSTENHOLME	PHILLIP	\$ 250.00
ZEMKE	PETER	\$ 154.20

NOTES:

Employees not on this Fee Schedule may be added on an individual CSA basis with the AUTHORITY'S approval.

CONSULTANT shall submit to the AUTHORITY, on an annual basis, the raw labor rates and a report of an independent certified public accountant on statement of Direct Labor, Fringe Benefits and General Overhead as described in the Agreement.

As stated in the Agreement, Section 5.8, the Maximum Hourly Compensation will not exceed \$250.00, unless approved by the AUTHORITY.

S/M/WBE PARTICIPATION

Proposal Form 4



Solid Waste Authority of Palm Beach County
Subcontracting/Supplier Utilization
Commitment Form

Solicitation Name: Engineering and Construction Management Services for Solid Waste Facilities
Respondent Name: Brown and Caldwell

Please acknowledge the statements below by initialing each box:

- X In responding to this solicitation, I hereby acknowledge that the Solid Waste Authority of Palm Beach County (The AUTHORITY) has applied a minimum twenty percent (20%) Small/Minority/Women Business Enterprise (S/M/WBE) Subcontracting Affirmative Procurement Initiative (API) Preference for Professional Services. I also hereby acknowledge and affirm that the AUTHORITY requires RESPONDENTS to commit to ten percent (10%) SBE Participation and ten percent (10%) M/WBE Participation to meet the combined overall minimum 20% S/M/WBE Subcontracting Participation goal in this Procurement.
X I understand that to count towards the AUTHORITY'S S/M/WBE requirement, certified S/M/WBE firms must be certified as an eligible S/M/WBE, have a significant business presence within Palm Beach County, and perform a commercially useful function in accordance with the Economic Inclusion Policy and Procedures.
X I understand that the failure to include a completed, signed copy of this Commitment Form to acknowledge the S/M/WBE requirements for this solicitation will render this response NON-RESPONSIVE.
X I understand that the failure of the Awarded CONSULTANT to meet the minimum twenty percent (20%) S/M/WBE requirement for this Agreement shall be a material breach and subject to penalties and/or sanctions available under the terms of this Agreement for violations of the Economic Inclusion Policy and Procedures, or under any other law.

Proposers Authorized Agent

Name: Albert L. Perez, PE

Sign and Date: [Signature] December 10, 2020

Equal Business Opportunity Office
Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation Schedule

DATE **12-10-2020**

SOLICITATION INFORMATION

Contract #:	RFQ No. 21-601/DL		
Project Name:	Engineering and Construction Management Services for Solid Waste Facilities	Project Start Date:	TBD
Project Location:	West Palm Beach, FL		
Bidder/Proposer:	Brown and Caldwell		
Address:	1475 Centrepark Boulevard, Suite 210, West Palm Beach, FL 33401		
Contact Person:	Matthew Schultz, PE	Email Address:	MSchultz@brwncauld.com
		Phone #:	305-704-4432


ORGANIZATION STATUS

Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Prime Bidder/Proposer	Brown and Caldwell	Project Management, Engineering			77%	\$ -
S/M/WBE Subcontractor	Brown & Phillips, Inc.	Surveying			3 %	\$ -
S/M/WBE Subcontractor	Cordova Rodriguez and Associates, Inc.	Civil Site			3 %	\$ -
S/M/WBE Subcontractor	Quantum Electrical Engineering, Inc.	Electrical			8 %	\$ -
S/M/WBE Subcontractor	Tierra South Florida, Inc.	Geotechnical			3 %	\$ -
S/M/WBE Subcontractor	Scalar Consulting Group, Inc.	Roadway Design			2 %	\$ -
*including one more S/M/WBE from page 2					SUB-TOTAL PARTICIPATION %:	21 %
					SUB-TOTAL CONTRACT AMOUNT:	\$ -

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the Bidder/Proposer to the Authority that the Bidder/Proposer believes such S/M/WBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

	Albert L. Perez, PE	December 10, 2020
Bidder/Proposer Signature	Name & Title (Print)	Date

SOQ FORM 5

Equal Business Opportunity Office
Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation Schedule

Use to list additional subcontractors

ORGANIZATION STATUS						
Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
S/M/WBE Subcontractor	Urban Design Studio	Planning/Permitting/Landscape			2 %	\$ -
Non S/M/WBE Subcontractor	Dover Engineering	Specialty Consulting Services			2 %	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION %					100%	\$
TOTAL CONTRACT AMOUNT:						\$

RFQ No. 21-601/DL

-30-

November 2020

SOQ FORM 6

Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier

SOLICITATION #:	21-601/DL
CONTRACT #:	

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor/Supplier* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor/Supplier Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No

Brown & Phillips (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with **Brown and Caldwell** (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Surveying	\$ -	3 %
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$ -	3 %

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.



S/M/WBE Subcontractor (Signature)

CEO

Title

Brown & Phillips, Inc.

Name of S/M/WBE Subcontractor (Print)

November 20, 2020

Date



Prime Contractor (Signature)

Vice President

Title

Brown and Caldwell

Prime Contractor (Print)

December 10, 2020

Date

RFQ No. 21-601/DL

-31-

November 2020

SOQ FORM 6

Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier

SOLICITATION #:	21-601/DL
CONTRACT #:	

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor/Supplier* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor/Supplier Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No

Cordova Rodriguez and Associates (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with **Brown and Caldwell** (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Civil Site	\$ -	3 %
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$ -	3 %

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.



S/M/WBE Subcontractor (Signature)

Rosana D. Cordova, P.E.

Name of S/M/WBE Subcontractor (Print)



Prime Contractor (Signature)

Brown and Caldwell

Prime Contractor (Print)

Principal

Title

November 18, 2020

Date

Vice President

Title

December 10, 2020

Date

SOQ FORM 6

Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier

SOLICITATION #:	21-601/DL
CONTRACT #:	

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor/Supplier* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor/Supplier Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No

Dover Engineering (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with **Brown and Caldwell** (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Civil	\$ -	2 %
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$ -	2 %

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

Phillip R. Downey, PE
 (S/M/WBE Subcontractor (Signature))

President
 Title

Dover Engineering
 Name of S/M/WBE Subcontractor (Print)

11-20-2020
 Date

[Signature]
 Prime Contractor (Signature)

Vice President
 Title

Brown and Caldwell
 Prime Contractor (Print)

December 10, 2020
 Date

SOQ FORM 6

**Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier**

SOLICITATION #:	21-601/DL
CONTRACT #:	

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor/Supplier* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor/Supplier Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No

Quantum Electrical Engineering, Inc. (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with **Brown and Caldwell** (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

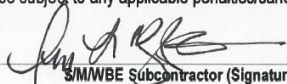
DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Electrical	\$ -	8 %
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$ -	8 %

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.



S/M/WBE Subcontractor (Signature)

President


Title

Quantum Electrical Engineering, Inc.

Name of S/M/WBE Subcontractor (Print)

11/23/2020

Date



Prime Contractor (Signature)

Vice President

Title

Brown and Caldwell

Prime Contractor (Print)

December 10, 2020

Date

SOQ FORM 6

**Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier**

SOLICITATION #:	21-601/DL
CONTRACT #:	

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor/Supplier* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor/Supplier Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No

Scalar Consulting Group (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with **Brown and Caldwell** (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Roadway Design	\$ -	2 %
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$ -	2 %

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

Asimane

President

S/M/WBE Subcontractor (Signature)

Title

Scalar Consulting Group Inc.

11/30/2020

Name of S/M/WBE Subcontractor (Print)

Date

My

Vice President

Prime Contractor (Signature)

Title

Brown and Caldwell

December 10, 2020

Prime Contractor (Print)

Date

SOQ FORM 6

**Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier**

SOLICITATION #:	21-601/DL
CONTRACT #:	

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor/Supplier* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor/Supplier Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No

Tierra South Florida, Inc. (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with **Brown and Caldwell** (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.


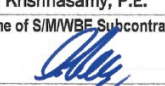
DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Geotechnical	\$ -	3 %
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$ -	3 %

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

 S/M/WBE Subcontractor (Signature)	President Title
Raj Krishnasamy, P.E. Name of S/M/WBE Subcontractor (Print)	November 24th 2020 Date
 Prime Contractor (Signature)	Vice President Title
Brown and Caldwell Prime Contractor (Print)	December 10, 2020 Date

SOQ FORM 6

**Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier**

SOLICITATION #:	21-601/DL
CONTRACT #:	

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor/Supplier* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor/Supplier Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No

Urban Design Studio (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with Brown and Caldwell (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.



DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Planning/Permitting/Landscape	\$ -	2 %
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$ -	2 %

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

 S/M/WBE Subcontractor (Signature)	Kenneth Tuma, Managing Principal Title
Urban Design Studio Name of S/M/WBE Subcontractor (Print)	November 20, 2020 Date
 Prime Contractor (Signature)	Vice President Title
Brown and Caldwell Prime Contractor (Print)	December 10, 2020 Date

RFQ No. 21-601/DL

-31-

November 2020

ATTACHMENTS TO EXHIBIT C

C.1 TO EXHIBIT C
Change To Utilization Plan

SOLICITATION INFORMATION

Instructions: List all changes in the use of certified or non-certified Subcontractors/Suppliers in relation to the Prime Contractor's original Utilization Plan or latest Change to Utilization Plan approved by the Equal Business Opportunity (EBO) Office for the contract listed below.

Name of Prime Contractor: _____

Contract Name: _____

ORGANIZATION STATUS

All sections of the following table must be completed.

Role	Name of Firm	Certifications (S/M/WBE)			New*/Remove**/Change Value	Estimated Total Contract Value (\$)	NIGP Code (5-Digit)	Start Date (New Sub Only)
SUB						\$		
SUB						\$		
SUB						\$		
SUB						\$		
SUB						\$		

**IF A NEW FIRM IS ADDED TO THE CONTRACT, ENSURE THEY ARE REGISTERED AS A VENDOR WITH THE AUTHORITY. IF REMOVING/REDUCING THE DOLLAR VALUE FOR A FIRM, ATTACH DOCUMENTATION ESTABLISHING THAT THE FIRM WAS NOTIFIED AND EVIDENCE OF JUSTIFICATION FOR REQUEST.

Note: If the Subcontractor changes listed on this document result in not meeting the subcontracting goal for this contract, you will be contacted by the EBO for further action.

JUSTIFICATION FOR ALL CHANGES TO UTILIZATION

BIDDER/PROPOSER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

Prime Contractor's Authorized Agent _____

Name (Print) _____

Date _____

Equal Business Opportunity Office _____

Sign & Date _____

Approved/Denied _____

C.2 TO EXHIBIT C Post-Award Vendor Subcontracting Waiver Request

DATE: _____

CONTRACT INFORMATION					
Contract Title:					
Contract #:					
Prime Contractor:					
Contact Person:		Phone #:		Email:	
RATIONALE FOR WAIVER					
<p>The purpose of this waiver is to specify the good faith efforts made in meeting the required subcontracting goal(s) for this project. The prime contractor is required to submit a <i>change to the Utilization Plan</i> (if not previously submitted) with this <i>Post-Award Vendor Subcontracting Waiver Request form</i>.</p>					
1a. Select the statement below that best explains why the required subcontracting goal(s) were not met: (Check all that apply)					
<input type="checkbox"/>	The Authority issued a change order that limited subcontracting opportunities of the scope of work causing the subcontracting goal(s) to not be met.				
<input type="checkbox"/>	The Authority issued a change order that required expedited completion of the scope of work, causing the subcontracting goal(s) to not be met.				
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is not available to perform the scope of services and could not be replaced with another S/M/WBE that could perform the scope of work.				
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is no longer certified in accordance with the Economic Inclusion Policy and Procedures, and could not be replaced with another S/M/WBE that could perform the scope of work.				
<input type="checkbox"/>	There were other issue(s) that resulted in the subcontracting goal(s) not being met				

C.2 TO EXHIBIT C
Post-Award Vendor Subcontracting Waiver Request

1b. In the box below, please provide further detail for each statement selected above.

2. List and explain all communication efforts between your firm and each potential S/M/WBE subcontractor related to participation on this contract. Attach all supporting documentation (e.g. emails, call logs, and faxes) to verify communication. In addition, provide response(s) from S/M/WBE subcontractor(s); attach additional page, if necessary.

C.2 TO EXHIBIT C

Post-Award Vendor Subcontracting Waiver Request

3a. Select the statement that best describes other good faith efforts made: (Check all that apply)

	Helped a vendor become a certified S/M/WBE so they could become a subcontractor on the project
	Offered joint check services or bonding assistance for lines of credit to S/M/WBE subcontractors
	Advertised and contacted certified firms using S/M/WBE Certification lists from the website, trade organizations, professional organizations, and others
	Other:
	N/A – No Good Faith Effort attempted

3b. In the box below, please provide further details for each statement selected above and attached supporting documentation.

AFFIRMATION

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

Signature

Name & Title (Print)

FOR EBO USE ONLY

	Waiver Status:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Signature		
Name & Title (Print)	Date:	