

## ADDENDUM NO. 4

RFQ TITLE: Continuing Professional Architectural Services

RFQ NO: 2025-10

DATE: January 26, 2026

To All Proposers:

Proposers for the above referenced RFQ shall take note of the following changes, additions, deletions, clarifications, etc., to the RFQ documents, which shall become a part of and have precedence over anything shown or described otherwise.

### A. CHANGES IN THE RFQ DOCUMENTS

1. SECTION 9, BROWARD COUNTY SURTAX FUNDED PROJECTS, of the Agreement document is hereby replaced with the attached, SECTION 9, TRAFFIC SURTAX ADDENDUM for MUNICIPAL CONSULTANT CONTRACTS. This section is only applicable to future surtax funded projects, as needed.

### B. CLARIFICATIONS

None.

### C. QUESTIONS FROM PROPOSERS

None.

### ATTACHMENTS

1. SECTION 9, TRAFFIC SURTAX ADDENDUM for MUNICIPAL CONSULTANT CONTRACTS

**END OF ADDENDUM NO. 4**

**All other information remains as originally described in the solicitation.**



## SECTION 9

### TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSULTANT CONTRACTS (SURTAX PROJECT# \_\_\_\_\_ RFP/RLI # 2025-10)

This Transportation Surtax Addendum ("Addendum") is between the [INSERT NAME OF MUNICIPALITY], a municipality of the State of Florida ("Municipality"), and [INSERT NAME OF CONSULTANT], a \_\_\_\_\_ [state and type of business] ("Consultant") (each a "Party" and collectively referred to as the "Parties").

#### GENERAL CONDITIONS

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

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

**C.** This Addendum is subject to the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, as amended ("CCNA"), and County has met the requirements of CCNA and has selected Consultant to perform the services hereunder.  
**[DELETE IF NOT APPLICABLE]**

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

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

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

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

## ARTICLE 1. DEFINITIONS

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

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.
- 1.2. **Board** means the governing body of Municipality, its successors and assigns.
- 1.3. **Code** means the Broward County Code of Ordinances.
- 1.4. **Contract Administrator** means such other person designated by the CITY in writing. The Contract Administrator is the representative of Municipality concerning the Project.
- 1.5. **Contractor** means the person, firm, corporation, or other entity (if any) that enters into an agreement with Municipality to perform the construction work for the Project.
- 1.6. **County** means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.
- 1.7. **County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code.
- 1.8. **Notice to Proceed** means a written authorization issued by the Contract Administrator for Consultant to proceed with the Services or a specific phase or task of the Services.
- 1.9. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.10. **Project** means \_\_\_\_\_ [DEFINE THE COMPLETED WORK – DESIGN & CONSTRUCTION].
- 1.11. **Purchasing Director** means Municipality's designee authorized to execute Work Authorization provided for in the Consulting Agreement.
- 1.12. **Services or Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and any Optional Services procured under this Consulting Agreement, and includes civil, structural, mechanical, and electrical engineering, architectural services, and other professional services as applicable for the Project.

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

1.14. **Subconsultant** means any entity or individual, including any subcontractor and any third party issued a Form 1099 by Consultant, that provides Services to Municipality through Consultant, regardless of tier.

## **ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Maximum Billing Rates</b>
<b>Exhibit A-1</b>	<b>Reimbursables for Direct Non-Salary Expenses</b>
<b>Exhibit B</b>	<b>Schedule of Subconsultants</b>
<b>Exhibit [ ]</b>	<b>CBE Subconsultants and Letters of Intent</b>
<b>Exhibit [ ]</b>	<b>Federally Funded Contracts Requirements</b>

## **ARTICLE 3. TIME FOR PERFORMANCE; DAMAGES**

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

3.1. This Agreement begins on \_\_\_\_\_ and ends \_\_\_\_\_ ( ) years after that date. Consultant shall perform the Services within the time period specified in the Scope of Services (as defined in the Consulting Agreement). Time periods shall commence from the date of the applicable Notice to Proceed.

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

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

3.2. Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services (and prior to commencing any phase or task of Services for which a separate Notice to Proceed is required per the Scope of Services). The Contract Administrator may, at their discretion, require Consultant to submit the deliverables and documents identified in the Scope of Services for the Contract Administrator’s review and approval prior to Consultant commencing Services for another phase.

3.3. If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the result of an act or omission by Consultant, a Subconsultant, or anyone acting by, through, or under Consultant and/or one or more Subconsultants, or because of delays caused by factors outside the control of Consultant, Municipality has authority, in their sole discretion, and subject to a written amendment to either this Agreement or a Work Authorization, to grant a reasonable extension of time for completion of the Services and additional reasonable compensation, if deemed appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated

or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay, along with an estimate of expected additional time necessary to complete the applicable Services and any request for additional compensation. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

3.4. This section is only applicable if (a) the Project involves construction work, (b) Municipality has retained a Contractor for the Project, and (c) the Services include construction engineering and inspection services related to Contractor's work. If Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality through no fault of Consultant, or if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

3.5. If Contractor's failure to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality is caused in whole or in part by Consultant, a Subconsultant, or anyone acting by, through, or under Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Addendum.

3.6. If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for one (1) or more extension periods, not to exceed (3) three months in the aggregate, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect at the time the extension is exercised by Municipality. To exercise an extension authorized by this section, the Purchasing Director must notify Consultant in writing prior to the end of this Agreement stating the duration of the extension, which must be within the authority of the Purchasing Director or otherwise authorized by the Board.

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

4.1. Reimbursable Expenses. Reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to the Services (collectively, "Reimbursable Expenses") shall be limited to those permitted under Section 112.061, Florida Statutes, except as or detailed in Exhibit A-1, Reimbursables for Direct Non-salary Expenses. Mileage for travel within Palm Beach, Broward, and Miami-Dade Counties is not reimbursable. otherwise stated herein. Municipality shall not be liable for any Reimbursable Expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants

expenses must also comply with the requirements of this section. Reimbursables for Direct Non-salary Expenses shall only be invoiced or reimbursed to the extent stated in Exhibit A-1.

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

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

4.2.2. Salary Costs shown in Exhibit A are the maximum billing rates for each Consultant and Subconsultant employee category, and are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit A for Consultant or any Subconsultant, Consultant will promptly reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant under this Agreement.

4.2.3. Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, Consultant must submit a supplemental Exhibit A reflective of such rates for approval by Contract Administrator for review and, subject to Contract Administrator's written approval, may invoice Municipality accordingly.

4.2.4. The total hours payable by Municipality to Consultant for any "nonexempt" personnel (i.e., personnel subject to overtime pay) shall not exceed forty (40) hours per employee in any week. If the Services require Consultant's or Subconsultant's nonexempt personnel to work in excess of forty (40) hours per week, any additional hours for nonexempt personnel must be authorized in advance, in writing, by the Contract Administrator. If approved, Consultant shall invoice Salary Costs for such additional hours provided by nonexempt employees at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 4.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours for both "exempt" (i.e., not subject to overtime pay) and nonexempt employees are payable at no more than the employee's regular rate.

4.2.5. Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the duration of this Agreement, shall be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 4.2 remain in place.

4.2.6 Indemnification Related to Paycheck Protection Program Forgiveness. If the State of Florida, federal government, or any other authority seeks recovery from Municipality, whether through offset or any other means, of Paycheck Protection Program (“PPP”) funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act and/or any forgiveness of such funds pursuant to Section 1106 of the CARES Act, Consultant must indemnify and hold harmless Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, arising from or relating thereto.

#### 4.3. Method of Billing.

4.3.1. For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a monthly basis for all Salary Costs and Reimbursable Expenses attributable to the Services. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Consultant’s delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator’s sole discretion, result in a waiver of any right to payment for the invoiced Services. Invoices must identify the specific project number, the nature of the Services performed, the total hours performed, and the employee category of the applicable individuals. Invoices must itemize and summarize all expenses by category and identify the personnel incurring the expense and the nature of the Services with which such expense was associated. Where prior written approval by Contract Administrator is required for the expense, a copy of said approval must accompany the invoice for such reimbursable. Invoices must also indicate the cumulative amount of CBE participation to date. The statement must show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of paid invoices or receipts that describe the amount and nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Services. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant’s cost accounting forms with a summary of charges by category. When requested, Consultant must provide backup for

past and current invoices that records hours and Salary Costs by employee category, expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

4.3.2. For Lump Sum Compensation: Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a monthly basis. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Consultant's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. These invoices must identify the specific project number, the nature of the Services performed, the phase of work, and the estimated percent of Services accomplished on each phase. Invoices for each phase shall not exceed the amounts allocated to said phase. Invoices must also indicate the cumulative amount of CBE participation to date. The statement must show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant must provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any Municipality fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) to fund this Agreement.

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

5.1. Consultant and Subconsultants shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with Municipality. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the duration of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information,

payroll distribution, and amounts through interviews, written affirmations, and on-site inspections with Consultant's employees, Subconsultants, vendors, or other laborers.

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

5.3. Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement. Consultant shall make all Contract Records available electronically in common file formats, and/or via remote access if, and to the extent, requested by Municipality.

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

5.5. Consultant shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Consultant shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must be made within thirty (30) days after presentation of County's findings to Consultant.

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

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

6.1. Consultant and Subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other

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

**[DELETE IF NO CBE GOALS.]**

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

6.3. Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for \_\_\_percent (\_\_\_%) of total Services under this Agreement (the “Commitment”) for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

**[USE FOLLOWING INSTEAD IF A CBE/SBE RESERVE PROJECT AWARDED TO A CBE; USE CBE GOAL LANGUAGE ABOVE IF CBE RESERVE AWARDED TO NONCBE]**

The Parties acknowledge that this procurement has been reserved for CBE firms. The CBE goal is one hundred percent (100%) of the Services, unless a lower goal is approved in writing by OESBD under this Agreement (the “Commitment”); however, no approved reduction may result in a CBE goal of less than eighty-five percent (85%). Consultant is a CBE firm and shall meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant subcontracting more than fifty percent (50%) of the Services (based on the total amount payable by Municipality) to CBE firms listed in Exhibit B (or CBE firms substituted or approved by OESBD during the term of this Agreement) and performing the remainder of the Services.

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

The Parties acknowledge that this procurement has been reserved for SBE firms. The SBE goal is one hundred percent (100%) of the Services, unless a lower goal is approved in writing by OESBD under this Agreement; however, no approved reduction may result in a SBE goal of less than eighty-five percent (85%). (the “Commitment”). Consultant is an SBE firm and shall meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant subcontracting no more than fifty percent (50%) of the Services (based on the total amount payable by Municipality) to SBE firms listed in Exhibit B (including as may be substituted or approved in accordance with this Agreement) and performing the remainder of the Services.

6.4. Each CBE firm utilized by Consultant to meet the CBE goal must be certified and their participation approved in advance by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Services and no CBE firm is available to perform the modified Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant.

6.5. The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, et seq. of the Code) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by the Contract Administrator, such liquidated damages amount shall be either credited against any amounts due Consultant from Municipality or must be paid to by Consultant to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

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

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

such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

6.8. Consultant shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx> or such other form or system as may be designated by OESBD, to the Contract Administrator, to OESBD at [SBCOMP@broward.org](mailto:SBCOMP@broward.org), and to the Small Business Specialist identified by OESBD. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

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

## **ARTICLE 7. PUBLIC RECORDS**

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

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

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

7.1.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

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

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

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

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [Insert Phone Number], [Insert Email Address], [insert physical address].**

**ARTICLE 8. MISCELLANEOUS.**

8.1. Indemnification of Municipality. If this Agreement constitutes a construction contract or a professional services contract with a design professional, then Section 8.1.1 shall apply. If this Agreement does not constitute a construction contract or a professional services contract with a design professional, then Section 8.1.2 shall apply. The terms “construction contract,” “professional services contract,” and “design professional” used in this section have the meanings set forth in Sections 725.06 or 725.08, Florida Statutes.

8.1.1. Construction and Professional Services Contracts. Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from

liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement.

8.1.2. Contracts Other than Construction or Professional Services. Consultant shall indemnify, hold harmless, and defend Municipality and all of Municipality's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Consultant, or any intentional, reckless, or negligent act or omission of Consultant, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from Municipality, defend each Indemnified Party with counsel satisfactory to Municipality or, at Municipality's option, pay for an attorney selected by the Municipality Attorney to defend the Indemnified Party.

The applicable provisions of Section 8.1 shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the Municipality Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all claims subject to indemnification have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by Municipality.

8.2. Truth-In-Negotiation Representation. Consultant's compensation under the Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced by Municipality, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to Municipality as the basis for Consultant's compensation in this Agreement.

**[DELETE DOMESTIC PARTNERSHIP IF STATE FUNDED CONSTRUCTION SERVICES OR PUBLIC WORKS PROJECT]**

8.3. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

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

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

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

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

8.8. Prohibited Telecommunications. Consultant represents and certifies that Consultant and all Subconsultants do not use, and for the duration of the Agreement will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

8.9. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual’s personal identifying information. By execution of this Agreement the undersigned authorized representative of Consultant hereby attests under penalty of perjury as follows: Consultant is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Consultant; they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall invoice for purposes of Section have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

8.10. Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam),

unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

8.11. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

8.12. Iron and Steel Products. For any Project that constitutes a “public works project” as defined in Section 255.0993, Florida Statutes, any iron or steel product permanently incorporated in the Project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

8.13. Emergency Response. If this Agreement is for Services related to emergency response for a natural emergency and Consultant breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Consultant must pay Municipality a \$5,000 penalty plus damages, which shall be actual and consequential damages or, if expressly stated otherwise in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum: Municipality, through its Board, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_; and Consultant, signing by and through its \_\_\_\_\_, duly authorized representative.

MUNICIPALITY

ATTEST:

\_\_\_\_\_  
Municipality's Clerk

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

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

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

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

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

CONSULTANT

CONTRACTOR NAME |

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

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

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

**Exhibit A  
Maximum Billing Rates**

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

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

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%

FRINGE = X.XX%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (X.XX%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

**[DELETE IF NOT APPLICABLE]**

**Notes:**

Consultant/Subconsultant [AS APPLICABLE] has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 4.2.5.

**Consultant**

**Municipality**

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

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

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

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

RLI/RFP/Contract #2025-10 [BCF #202 Addendum



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

Agreement No:

Agreement Title:

Facility Name:

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