

**AGREEMENT BETWEEN THE SOLID WASTE DISPOSAL AND RECYCLABLE  
MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA  
AND SCS ENGINEERS FOR CONSULTANT SERVICES FOR THE PREPARATION  
OF A REGIONAL SOLID WASTE AND RECYCLING MASTER PLAN**

This Agreement is between the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“Authority”), an independent legal entity and public agency and Stearns, Conrad and Schmidt, Consulting Engineers, Inc., a Virginia corporation, authorized to do business in the State of Florida and doing business as SCS Engineers (“Consultant”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

**WHEREAS**, the Authority is a newly constituted independent and separate legal entity created pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes, through the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the “Interlocal Agreement”) as executed by and among Broward County, Florida and numerous municipalities in Broward County, Florida; and

**WHEREAS**, pursuant to Section 3.3 of the Interlocal Agreement, the Authority must adopt a Master Plan in accordance with the requirements of Article 7 of the Interlocal Agreement (the “Master Plan”); and

**WHEREAS**, the Authority on January 30, 2024, issued its Request for Proposals for Consulting Services for the Preparation of a Regional Solid Waste and Recycling Master Plan (“RFP”); and

**WHEREAS**, on March 1, 2024, the Authority received one proposal from a qualified vendor, the Consultant, which was reviewed by the Executive Committee of the Authority (the “Executive Committee”); and

**WHEREAS**, the Executive Committee has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and has selected Consultant to prepare the Master Plan in accordance with the RFP and this Agreement.

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

## **Article I.      DEFINITIONS**

- 1.1      **Applicable Law**** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, Authority, municipal, or other governmental entity, as may be amended.
- 1.2      **Chair**** means the Chair of the Executive Committee or in his absence or unavailability the Vice-Chair of the Executive Committee.
- 1.3      **Contract Administrator**** means the Executive Director of the Authority or in their absence or unavailability, the Chair.
- 1.4      **Contractor**** means the person, firm, corporation, or other entity who enters into an agreement with Authority to perform the Services for the Project.
- 1.5      **Executive Director**** means the Executive Director of the Authority.
- 1.6      **Notice to Proceed**** means a written authorization to proceed with the Project, phase, or Task, issued by the Contract Administrator.
- 1.7      **Project**** means the preparation of the Master Plan.
- 1.8      **Services**** means the work set forth in the Scope of Work, attached hereto as Exhibit “A”, and includes civil, structural, mechanical, and electrical engineering, architectural services, and other professional services as applicable for the Project, as well as any Optional Services procured under this Agreement and set forth in the Scope of Work.
- 1.9      **Subconsultant**** means an entity or individual, including subcontractors, providing Services to Authority through Consultant.

## **Article II.      SCOPE OF WORK**

- 2.1**      Consultant shall provide all Services as set forth in Exhibit “A”, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the “Scope of Work”).
- 2.2**      This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If Consultant determines that work should be performed to complete the Project and, in Consultant’s opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Work identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Work. Notice

to the Contract Administrator does not constitute authorization or approval by Authority to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by Authority, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 5.1 or a Work Authorization pursuant to Section 5.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 5.4, any work performed by Consultant outside the originally anticipated level of effort without prior written Authority approval shall be at no additional cost to Authority.

- 2.3** Exhibit "A" Scope of Work attached hereto and made a part hereof identifies the initial Services related to the Project. Additional negotiations may be required for other phases or additional services. Authority and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other additional services of the Project. Notwithstanding the foregoing, Authority shall have the right to terminate negotiations at any time at no cost to Authority and procure services for other Project Tasks from any other source.
- 2.4** Authority shall assist Consultant by placing at Consultant's disposal all information Authority has available pertinent to the Project, including previous reports and any other data relative to the Project. Authority shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. Authority shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time for such comments, if any, stated in Exhibit A.

### **Article III. TIME FOR PERFORMANCE; DAMAGES**

- 3.1** This Agreement begins on the date fully executed by both parties and ends on the date that is 240 days after the date of the Notice to Proceed, unless extended by the Authority. Consultant shall perform the Services within the time periods specified in Exhibit "A" Scope of Work.
- 3.2** If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Authority or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the Contract Administrator shall grant a reasonable extension of time for completion of the Services and may provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract

Administrator within three (3) business days after the occurrence of the event causing the delay.

- 3.3** If (a) Contractor fails to substantially complete the Project on or before the completion date specified in this Agreement, or (b) if Contractor is granted an extension of time beyond the completion date and Consultant's Services are extended beyond the completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article IV for all Services rendered by Consultant beyond the completion date.

**Article IV. COMPENSATION AND METHOD OF PAYMENT**

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

**4.1.1. Maximum Amount Not-To-Exceed Total Compensation.** For Services identified in Exhibit "A" described under Basic Services as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 4.2 up to a total maximum not-to-exceed amount of **One Million Three Hundred One Four Hundred Twenty-Seven Dollars and no cents (\$1,371,427.00).**

**4.1.2. Maximum Amount Not-To Exceed Compensation Per Task.** For Services identified in Exhibit "A" described under each Task 1-17 there is a maximum amount not-to-exceed associated with each Task. If the Consultant incurs personnel costs above the maximum amount not-to-exceed for any Task, the Authority shall not be obligated to pay the Consultant for additional costs incurred for such Task. If at the completion of a Task there are excess funds relating to such Task, such excess amount will be added to Task 17 - Contingency amount not-to-exceed. Reimbursable expenses shall be reimbursed pursuant to Section 4.1.4 hereof.

**4.1.3. Optional Services.** Authority may procure Optional Services described in Exhibit "A" under Task 17 – Contingency upon prior approval of the Executive Committee of the Authority. The maximum amount not-to-exceed for any optional services shall be the amount stated in Exhibit "A," plus any excess amounts from completed Tasks added to Task 17.

**4.1.4. Reimbursable Expenses.** Authority will reimburse authorized Reimbursable Expenses as defined in Section 4.3 which amount is included in the total Maximum Amount Not-To-Exceed, but not shown under each Task. The difference in

amounts between the total amount Not-to-Exceed of \$1,371,427.00 and the total amount budgeted for each Task Not-to-Exceed (\$1,364,048.00) is \$7,379 which may be used for reimbursable expenses.

**4.1.5. Maximum Billing Rates.** The maximum billing rates payable by Authority for each of Consultant's employee categories are shown on Exhibit "B" attached hereto and made a part hereof and further described in Section 4.2.

**4.1.6. Subconsultant Fees.** Consultant shall bill Authority for Subconsultant fees using the employee categories for Salary Costs on Exhibit "B" and Reimbursable Expenses defined in Section 4.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not-to-exceed amount.

**4.2. Salary Costs.** The term "Salary Costs" as used herein shall mean the hourly rate which includes all overhead which produced the Maximum Rates as set forth in Exhibit "B" for attached hereto.

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

**4.3. Reimbursable Expenses.** Reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement ("Reimbursable Expenses") shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent otherwise stated herein. Authority shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants must also comply with the requirements of this section.

**4.4. Method of Billing.**

**4.4.1. For Maximum Amount Not-To-Exceed Compensation.** Consultant shall submit billings that are identified by the specific Task number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the Task number, the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that

describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

**4.5. Method of Payment.**

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

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

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

**4.5.4.** Payment will be made to Consultant in the manner reasonably designated in writing by Consultant or, if not designated, at the following address:

SCS Engineers  
Attention: Daniel Dietch, V.P. Project Director  
6115 Lyons Road  
Coconut Creek, FL 33073

**4.6. Fiscal Year.** The continuation of this Agreement beyond the end of any Authority fiscal year is subject to both the appropriation and the availability of funds, if applicable, Chapter 212, Florida Statutes.

- 4.7. Payments to Subconsultants.** Consultant must pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days after receipt of payment from Authority for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from Authority. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subconsultants and suppliers.

Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

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

#### **Article V. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF WORK**

- 5.1.** Authority or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be contained in a written amendment.
- 5.2.** If Services under this Agreement are identified as optional ("Optional Services"), Authority may select the type, amount, and timing of such services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit "D" executed by Consultant and Authority pursuant to Section 5.3. No such selection, when combined with those Services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Article IV. A Work Authorization for Optional Services shall specify the Scope of Work and method of compensation applicable to that Work Authorization and the required completion date for the services.
- 5.3.** Notwithstanding anything to the contrary in this Agreement, Work Authorizations (and amendments thereto) for Optional Services shall be executed on behalf of Authority as

follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to Authority is less than \$25,000.00; (b) the Chair of the Executive Committee may execute Work Authorizations for which the total aggregate cost to Authority is within the Chair's delegated authority; and (c) any Work Authorization above the Chair's delegated authority requires express approval by the Executive Committee. Consultant shall not commence work on any Work Authorization until the issuance of a Notice to Proceed by the Contract Administrator.

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

## **Article VI. REPRESENTATIONS AND WARRANTIES**

- 6.1 **Representation of Authority.** Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates Applicable Law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.
- 6.2 **Claims Against Consultant.** Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- 6.3 **Solicitation Representations.** Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to Authority in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.



- 6.4 **Contingency Fee.** Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.
- 6.5 **Truth-In-Negotiation Representation.** Consultant's compensation under this Agreement is based upon its representations to Authority, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by Authority, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to Authority as the basis for Consultant's compensation in this Agreement.
- 6.6 **Public Entity Crime Act.** Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.
- 6.7 **Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern.** Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with Authority on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.
- 6.8 **Verification of Employment Eligibility.** Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Authority may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by Authority due to the termination.
- 6.9 **Warranty of Performance.** Consultant represents and warrants that it possesses the

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

- 6.10 Prohibited Telecommunications Equipment.** Consultant represents and certifies that Consultant and all Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and all Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.
- 6.11 Entities of Foreign Concern.** The provisions of this section apply only if Consultant or any Subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Consultant and any Subconsultant that will have access to personal identifying information shall submit to Authority executed affidavit(s) under penalty of perjury, in a form approved by Authority attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 4.4. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.
- 6.12 Breach of Representations.** Consultant acknowledges that Authority is materially relying on the representations, warranties, and certifications of Consultant stated in this article, and Authority shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the full amount of any damage incurred; and (d) debarment of Consultant.

## **Article VII. TERMINATION**

- 7.1 Termination for Cause.** This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has

not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by the Executive Committee of the Authority for reasons including, but not limited to, any of the following:

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

**7.1.2** Upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement, or upon the disqualification of one or more of Consultant's CBE or SBE participants by the Executive Committee of the Authority if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, termination for cause by Authority must be by action of the Board of the Executive Committee; in any other instance, termination for cause may be by the Executive Director or the Chair (including any successor) who executed this Agreement on behalf of Authority. If Authority erroneously, improperly, or unjustifiably terminates this Agreement or any Work Authorization for cause, such termination shall be deemed a termination for convenience pursuant to Section 7.2 effective thirty (30) days after such notice was provided and Consultant shall be eligible for the compensation provided in Section 7.2 as its sole remedy.

- 7.2** **Termination for Convenience; Other Termination.** This Agreement or any Work Authorization may also be terminated for convenience by the Executive Committee with at least thirty (30) days advance written notice to Consultant. Consultant acknowledges that it has received good, valuable, and sufficient consideration for Authority's right to terminate this Agreement or any Work Authorization for convenience including in the form of Authority's obligation to provide advance notice to Consultant of such termination in accordance with this section. Termination for convenience by the Executive Committee shall be effective on the termination date stated in written notice provided by Authority, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization issued under this Agreement is terminated by Authority pursuant to this section, Consultant shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of Authority to retain any sums otherwise due and payable, and Authority shall have no further obligation to pay Consultant for Services under this Agreement.
- 7.3** Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.
- 7.4** In addition to any termination rights stated in this Agreement, Authority shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by Authority due to Consultant's failure to comply with any term(s) of this Agreement.

#### **Article VIII. INSURANCE**

- 8.1** For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit "C" in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. Authority reserves the right at any time to review and adjust the limits and types of coverage required under this article.
- 8.2** Consultant shall ensure that "Solid Waste Disposal and Recyclable Materials Processing Authority" is listed and endorsed as an additional insured as stated in Exhibit "C" on all policies required under this article.
- 8.3** On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, as may be requested by Authority, Consultant shall provide Authority with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by Authority, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after Authority's request.

- 8.4** Consultant shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to Authority of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide Authority with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).
- 8.5** All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by the Contract Administrator in writing.
- 8.6** If Consultant maintains broader coverage or higher limits than the insurance requirements stated in Exhibit "C," Authority shall be entitled to all such broader coverages and higher limits. All required insurance coverage shall provide primary coverage and not require contribution from any Authority insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Consultant.
- 8.7** Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit "C" and submit to Authority for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against Authority. Authority may, at any time, require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or Authority, if so elected by Authority, and Consultant agrees to obtain same in endorsements to the required policies.
- 8.8** Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurers may acquire against Authority and agrees to obtain same in an endorsement of Consultant's insurance policies.
- 8.9** Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "Broward County" is named as an additional insured under the Subconsultants' applicable insurance policies. Consultant shall not permit any Subconsultant to provide Services unless and

until all applicable requirements of this article are satisfied.

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

#### **Article IX. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE**

- 9.1** Consultant and Subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any 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.
- 9.2** By January 1 of each year, if applicable, Consultant must certify and cause each of its Subconsultants to certify, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.
- 9.3** The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Authority or its representatives from inquiring into claims of nonpayment or exercising any right stated in Section 4.7.

#### **Article X. MISCELLANEOUS**

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

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

**10.3 Public Records.** Notwithstanding any other provision in this Agreement, any action taken by Authority 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 Authority as stated in Section 119.0701, Florida Statutes, Consultant shall:

**10.3.1** Keep and maintain public records required by Authority to perform the services under this Agreement;

**10.3.2** Upon request from Authority, provide Authority 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;

**10.3.3** 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 Authority; and

**10.3.4** Upon completion or termination of this Agreement, transfer to Authority, at no cost, all public records in possession of Consultant or keep and maintain public records required by Authority to perform the services. If Consultant transfers the records to Authority, 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 Authority upon request in a format that is compatible with the information technology systems of Authority.

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 Authority to enable Authority to timely respond to the public records request. Authority 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 Authority 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 Authority, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Authority for records designated by Consultant as Restricted Material, Authority 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 Authority’s obligation to treat the records as Restricted Material. Consultant must indemnify and hold harmless Authority and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT WEISS SEROTA HELFMAN COLE + BIERMAN, P.L. ATTN: JAMIE A. COLE, CUSTODIAN OF PUBLIC RECORDS AT 954-763-4242, [JCOLE@WSH-LAW.COM](mailto:jcole@wsh-law.com), 200 EAST BROWARD BLVD., SUITE 1900, FORT LAUDERDALE, FLORIDA 33301.**

- 10.4 Audit Rights and Retention of Records.** Consultant and all 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 article shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with Authority. Contract Records shall, upon reasonable notice, be open to Authority inspection and subject to audit and reproduction during normal business hours. Authority audits and inspections pursuant to this section may be performed by any Authority representative (including any outside representative engaged by Authority). Authority may conduct audits or inspections at any time during the



term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law). Authority may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, 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.

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

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

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Authority's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to Authority of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by Authority, Consultant shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.8. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of Authority's findings to Consultant.

**10.5 Subconsultants.** Consultant shall utilize only the Subconsultants identified in Exhibit "E", Schedule of Subconsultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the

Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Subconsultants.

- 10.6 Assignment.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. Authority reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to Authority to reasonably compensate it for the performance of any such due diligence.
- 10.7 Indemnification of Authority.** Consultant shall indemnify and hold harmless Authority and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and Authority Attorney, any sums due Consultant under this Agreement may be retained by Authority until all of Authority's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Authority.
- 10.8 Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.
- 10.9 Amendments.** Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of Authority and Consultant.
- 10.10 Notices.** Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this section.

FOR AUTHORITY:

Solid Waste Disposal and Recyclable Materials  
Processing Authority of Broward County, Florida  
Attn: Executive Director  
115 South Andrews Avenue, Room 122  
Fort Lauderdale, Florida 33301  
Email address: [tstorti@browardswa.org](mailto:tstorti@browardswa.org)

FOR CONSULTANT:

SCS Engineers  
Attention: Daniel Dietch, V.P. Project Director  
6115 Lyons Road  
Coconut Creek, FL 33073  
Email address: [DDietch@scsengineers.com](mailto:DDietch@scsengineers.com)

- 10.11 Interpretation.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by Authority shall require approval in writing, unless otherwise expressly stated.
- 10.12 Consultant’s Staff.** Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant’s employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary for Authority to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant’s staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.
- 10.13 Drug-Free Workplace.** To the extent required under Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

- 10.14 Independent Contractor.** Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Consultant nor its agents shall act as officers, employees, or agents of Authority, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant shall not have the right to bind Authority to any obligation not expressly undertaken by Authority under this Agreement.
- 10.15 Sovereign Immunity.** Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by Authority nor shall anything included herein be construed as consent by Authority to be sued by third parties in any matter arising out of this Agreement.
- 10.16 Third-Party Beneficiaries.** Neither Consultant nor Authority intends to benefit a third party primarily or directly by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 10.17 Conflicts.** Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against Authority in any legal or administrative proceeding in which they or Consultant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of such person's expert opinion that is adverse or prejudicial to the interests of Authority in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.
- 10.18 Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Authority's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this

Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

- 10.19 Compliance with Laws.** Consultant and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.
- 10.20 Severability.** If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 10.21 Joint Preparation.** This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.
- 10.22 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.
- 10.23 Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 10.24 Payable Interest.**
- 10.24.1 Payment of Interest.** Unless prohibited by Applicable Law, Authority shall not be liable for interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and Consultant waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.
- 10.24.2 Rate of Interest.** If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual

rate of interest payable by Authority under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

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

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, through its EXECUTIVE COMMITTEE, signing by and through its Chair or Vice-Chair authorized to execute same by Board action on the 10th day of May, 2024, and CONSULTANT, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**SOLID WASTE DISPOSAL AND RECYCLABLE  
MATERIALS PROCESSING AUTHORITY  
OF BROWARD COUNTY, FLORIDA**

By and through its Executive Committee

By: \_\_\_\_\_  
Gregg Ross, Chair

\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
Jamie A. Cole, Interim Authority Counsel

**CONSULTANT**

**Stearns, Conrad and Schmidt, Consulting  
Engineers, Inc. d/b/a SCS Engineers**

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2024

WITNESS:

\_\_\_\_\_  
Signature

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



## **Exhibit A Scope of Work**

### **I. BACKGROUND**

In 2017, Broward County, Florida (“County”) and several municipalities commissioned a Solid Waste and Recycling Issues Study (“Arcadis Study”), which was prepared by Arcadis and provided recommendations on various matters, including reaching a 75% countywide recycling goal, retaining ownership of public land for the construction of solid waste or recycling facilities, and other supplemental approaches to solid waste management. In response to recommendations provided in the Study, a Solid Waste Working Group (“SWWG”) was established, consisting of eight municipal members and one County member, to develop a regional approach to managing solid waste and recycling.

As a result of the hard work of the SWWG over the past three years, an interlocal agreement (“ILA”) creating the Solid Waste and Recyclable Materials Processing Authority of Broward County, Florida (“Authority”) was presented to all municipalities in Broward County in the Summer of 2023. Twenty-eight municipalities and the County have signed on to the ILA and agreed to participate in the Authority.

Through the SWWG, the County and municipalities have commissioned waste generation and waste composition studies (“Waste Studies” and, together with the Arcadis Study “Studies”) that are in their final stages of completion. To further this work and the Authority’s mission, the Authority now desires to procure consultant services to prepare a Regional Solid Waste and Recycling Master Plan (“Master Plan”) as detailed in the proposed scope of work below. To the extent data from the aforementioned Studies, together with any other studies or information from the County and municipalities, are made available, the consultant developing the Master Plan will consider such information in its recommendations.

The purpose of this Master Plan is to provide the Authority with detailed recommendations concerning operations and facilities (including facility type, size, placement, etc.) needed to create a regional solid waste and recycling system (“System”) that is environmentally sustainable, transparent, innovative, and economically efficient in its approach to disposal, reduction, reuse, and recycling of the waste generated across Broward County.

### **II. DEADLINES FOR COMPLETION OF TASKS**

Time is of the essence for this project. Consultant shall complete tasks within the following deadlines:

- Tasks 1 through 11 within 180 calendar days from the Notice-to-Proceed.
- Task 12 within 30 business days after preparation of draft Master Plan, pursuant to Task 11.
- Task 13 shall be completed within 30 business days after the final workshop held pursuant to Task 12.
- Task 14, 15 and 16 shall be completed within the 240 days.

- Task 17 are additional services that may be performed by Consultant if requested by the Authority through its Executive Director as “Contract Administrator” via issuance of Work Authorizations.

### **III. SCOPE OF SERVICES**

Consultant shall complete the following tasks within the timelines specified above. Prior to beginning work on each task, Consultant shall communicate its understanding of the relevant deliverables for Contract Administrator’s approval.

#### **TASK 1 - PROJECT INTRODUCTION AND KICK-OFF MEETING**

The Consultant will provide a summary outlining our understanding of the following topics necessary for inclusion in the draft Master Plan and other task topics to align the project activities and expectations:

- Overview;
- Outcome of the Studies;
- The Consultant’s approach to developing the Master Plan;
- Sources of data the Consultant intends to utilize;
- Authority’s intended use for the Master Plan;
- Resources necessary to operate the System;
- Regulatory requirements for managing and reducing waste across the County; and
- Public engagement process.

Immediately following the Notice-to-Proceed, the Consultant will coordinate and schedule a properly noticed kick-off meeting with the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (Authority) to be held within two (2) weeks following the issuance of the Notice-to-Proceed. The public kick-off meeting attendees are assumed to include the Executive Director and members of the Executive Committee and Technical Advisory Committee (TAC), and the public.

The Consultant will prepare a meeting agenda with items to be discussed, including, but not limited to:

- Roles and expectations of the Authority and the Consultant.
- Confirm the Authority's mission and objective to create an integrated and sustainable System that is environmentally sustainable, transparent, innovative, and economically efficient.
- Confirm the Master Planning time horizon (i.e., 20 years).
- Identify if the Authority has any limitations that should be considered (e.g., waste export/import).
- Preliminary Project Schedule, including status briefings.

Following the project kick-off meeting, the Consultant will prepare a schedule for the completion of this Scope of Services within the agreed-upon schedule.

**DELIVERABLES**

- Client Service Planner.
- Draft and final project framework summary.
- Data request memorandum.
- Draft and final meeting agenda, meeting minutes, and project management plan, including the project schedule.

**BUDGET (estimated total hours)**

The budget for this Task is **\$26,570.00**. (117 hours)

**TASK 2 – EVALUATE EXISTING SOLID WASTE DISPOSAL AND RECYCLING PROCESSES AND RESOURCES IN BROWARD COUNTY**

The Consultant will prepare a planning baseline that starts with evaluating the existing collection, solid waste disposal, and recycling processes and resources in the County and region, including the modes of collection, transport, and processing, disposal, and developing a policy and institutional framework that are aligned with the goals of the Authority. Initially, the Consultant will build upon the Arcadis Study and the recent Broward Waste Composition and Generation Studies (Studies) performed by our team members to:

- Describe the study area in terms of:
  - o Topography
  - o Physical and climatological
  - o Geology and hydrogeology
  - o Climate
  - o Wildlife and vegetation
  - o Land use characteristics
  - o Major transportation networks
  - o Environmental sensitivities and trends
  - o Economic/demographic characteristics and Community concerns and priorities
- Identify the applicable solid waste management regulations.
- Examine current services and facilities utilized for collecting, transporting, recycling, and disposal of solid waste generated in the County and identify any facilities that should be excluded from further consideration.
- Provide synopsis on various services and facilities currently utilized by the County and its municipalities, including provisions for member cities to direct solid waste and recyclable materials to specific facilities for processing.
- Draw from key sources including, without limitation, the Studies, other studies, or information provided to municipalities and County, surveys, information submitted by the County to the Florida Department of Environmental Protection for its annual reporting, and other sources of data identified or approved by Contract Administrator.
- Summarize how solid waste and recyclable materials are managed and flow through various infrastructures from generation point to final disposition. Information will be categorized by

composition including municipal solid waste, household hazardous waste, electronics, compositable materials, disaster debris, recovered materials, construction and demolition debris, bulky waste, and by sectors where possible. This information will include key findings from the current waste composition and waste generation studies.

- Work with and obtain the Contract Administrator’s prior written approval regarding the specific categories of waste to be considered.
- Document historic and future population and the associated quantities of municipal solid waste over the planning horizon.
- Evaluate existing solid waste infrastructure and current estimated volumes, including, without limitation, current collection methodologies, public and private waste landfills, processing facilities, waste-to-energy, transfer stations, and recycling facilities utilized to process Broward waste.
- Identify potential impediments to addressing solid waste and recycling efforts including, among other things, facility capacity, limitation in processing throughput, funding, availability of suitable land, commercial recycling flow control, and transportation logistics, and their likely affordability and risk assessment.

#### **DELIVERABLE**

- Draft and final existing resources white paper.

#### **BUDGET (estimated total hours)**

The budget for this Task is **\$127,165.00**. (639 hours)

#### **TASK 3 – FINANCIAL OVERVIEW**

Utilizing existing information from the Studies, other studies, information, and data from the County and municipalities, the Consultant will provide an overview of the local economic environment affecting solid waste disposal and recycling. The overview will include current financial obligations to provide waste processing and disposal by the County and municipalities, including franchise agreements, funds needed to set up the System, annual operation and staffing costs, and any other relevant cost figures. Consultant will work with the Contract Administrator to define the specific research question(s) to be answered in this subtask. Additional elements of this task will include the following:

- Comparison of local tipping fees, processing fees, market prices for recovered materials, and additional pertinent information in relation to the overall economic landscape.
- System mass balance, including estimated tonnages and market shares.
- Matrix of regional pricing against other counties of similar size.
- Review of budgets attributed to solid waste and recycling.
- Examination of opportunities for economies of scale and collaboration to minimize processing, transportation, disposal, and other pricing equivalences.

#### **DELIVERABLE**

- Draft and final financial overview white paper.

## **BUDGET (estimated total hours)**

The budget for this Task is **\$59,890.00**. (321 hours)

### **TASK 4 - FUTURE NEEDS ASSESSMENT**

The Consultant will examine the projected growth of the County population and waste generation to provide population and solid waste material generation estimates at 5, 10, 20, 30, 40, and 50-year intervals from baseline of 2023. Based on this information, Consultant will offer up to five scenarios that effectively provide for future solid waste and recovered materials processing capacity and needs. Each scenario will identify the number and types of facilities needed to effectively process future waste volumes, including recycling and diversion processing facilities, including but not limited to: public drop-off locations, Material Recovery Facilities, composting, organic anaerobic digesters, transfer stations, landfills, as well as other thermal, mechanical, and biological conversion facilities. Each will be fully vetted to ensure state-of-the-art best practices and technologies are considered and included, with flexibility to manage the evolving waste stream. The Consultant will also assess the future needs through an environmental justice lens to assess the potential impacts associated with each solid waste management technology. Other elements of this Task include:

- Developing recommendations for each of the following:
  - o Number of transfer stations (or other facilities) needed to ensure the most efficient long-term transportation of materials for each waste treatment and disposal option; and ensure other costs are comparable across Broward County.
  - o Where such facilities are best located relative to various population and commercial centers to ensure transportation and other costs are optimized across Broward County.
  - o Strategies to ensure all waste stream components are either reduced, reused, recycled, recovered, composted, processed to capture usable transformed offtake, or combusted.
- Comparing Single Stream and Dual Stream Recycling, taking into consideration the constraints of nearby recycling and materials processing facilities vs. the impact to collection system truck usage and other efficiencies, and whether there will be impacts to diversion rates from less participation. The Consultant will also screen current acceptable recyclables by community and emerging technologies for residential and commercial mixed stream recycling programs for all affected communities and engineer choices to consider harmonization for best scalability of process in options and ensuring the flexibility to accommodate the greatest quantity of materials are recycled through this service as the waste streams continue to evolve.
- Examining the feasibility and costs including and without limitation of replacement carts, specialized collection trucks, and educational programs if being considered.
- Providing conceptual-level construction costs, cost per ton, and implementation timeline estimates based on the various scenarios to effectuate future solid waste and recovered materials processing.

- Estimated timelines to fund, construct, and make operational. Include options that integrate technologies that align with recycling and sustainability goals. Facility evaluation will include, but not be limited to the following:
  - o Single Stream Recycling Facility
  - o Dual Stream Recycling Facility
  - o Public Drop-off Recycling Facility
  - o Mixed Bulky Waste/Yard Trash/Construction, Household hazardous materials, electronics, and Demolition Debris
  - o Yard Trash Mixed Waste Processing Facility
  - o Organics Processing Facility, including and excluding Yard Trash components
  - o Transfer Stations (short and long haul, and related technologies)
  - o New Thermal, Biological, and Mechanical Recovery and/or Conversion Facility Options (e.g., mass-burn, pre-disposal treatment recovery systems (shredding, sorting, densifying), large-scale waste and separated food waste anaerobic digestion, pyrolysis, gasification, plasma arc)
- Projecting costs and the revenues necessary to operate the System, including the amount of, and methodology to calculate, reserve funds to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to all facilities.
- Providing policies and strategies reuse and reduction, diversion, composting, and true recycling of waste materials to enhance sustainability efforts. Strategies may include educational uniformity and materials harmonization, recommendations for acceptable local community enforcement and community-based social marketing and advertising campaigns to ensure better material compliance and less contamination of recyclables and compostables, scaled public zero-waste strategies, composting, anaerobic digestion and utilization of alternative technologies.
- Research and identification opportunities, strategies, and available resources to increase recycling, organic recovery, and landfill diversion for commercial, industrial, construction, and multifamily sectors and yard waste.
- Reviewing existing and emerging waste diversion programs for proof points, track records, and proven results, and recommending procurement strategies for available alternatives, options, or improvements to meet the State of Florida's 75% recycling goal.
- Developing financial evaluations for future capacity needs including information on current available resources as well as providing:
  - o Financial forecasts of future rates needed to fund the System.
  - o Implementation timelines for special assessments, rates, or charges.
  - o Debt service.
  - o Available grants or federal funding.
  - o Return on Investment projections.
- Compare costs and revenue projections with Miami-Dade and Palm Beach counties, highlighting differences from owning assets, public/private partnerships, or through contracted arrangements. Land acquisition, facility construction, and operational costs will be included in this projection.

- Develop a risk assessment matrix of both current and plan-prioritized infrastructure strategies and their likely long-term impacts and success potential. This will include identifying cost, cultural, political or geographic barriers and an opinion on likelihood of success or failure.

In terms of developing different solid waste management system options, the Consultant will work collaboratively with the Authority to identify the universe of technology alternatives, develop non-monetary screening criteria to create a shortlist of technologies for further consideration. Then capital and operating costs will be considered as well as ongoing maintenance costs, which comprise the life-cycle costs for each scenario.

**DELIVERABLE**

- Draft and final future needs assessment white paper.

**BUDGET (estimated total hours)**

The budget for this Task is **\$243,429.00**. (1,296 hours)

**TASK 5 – REGULATORY REQUIREMENTS AND POLICY REVIEW**

Based on the existing system evaluation, financial review, and future needs assessments performed above, the Consultant will review regulatory requirements and policies by performing the following activities:

- General review local, state and national solid waste, zero waste, recycling and organic regulatory trends for best practices, growth in popularity and adoption, and provide a current and future opinion on the likelihood of application in Broward County.
- Specific review of current ordinances, statutes, rules, regulations (including land uses), and goals at the federal, state, and local levels related to the implementation of solid waste processing and recycling efforts. Identify any regulatory actions or expected regulatory changes affecting the manner in which the System will need to dispose, process, or divert particular waste types.
- Review and provide impacts of implementing economic or regulatory flow control. Compare and contrast the two options including, without limitation, the benefits with implementing either one or both in view of constructing, operating, and funding specific facility types.
- Provide an overview of effectively siting new facilities to meet future processing and disposal needs. Examine and identify possible community, political, logistical, or regulatory constraints based on size and type of proposed facility.

**DELIVERABLE**

- Draft and final regulatory requirements and policy review white paper.

**BUDGET (estimated total hours)**

The budget for this Task is **\$57,440.00**. (248 hours)

**TASK 6 – RECOMMENDATIONS AND FINDINGS**

One of the fundamental questions associated with this project will be the siting and location of the existing and future facilities and determining if the Alpha 250 site can be used for any of the proposed facilities identified in Task 4. Building from the work conducted by key members of the Consultant in the Studies, this task will perform the following to summarize the recommendations and findings for the effort:

- Review feasibility of potential sites for future solid waste, recycling and diversion facilities that provide sufficient capacity and are economically located for all County stakeholders based on agreed upon criteria using desktop (i.e., GIS) analysis.
- Conduct a desktop analysis to assess potential health and other human and ecological impacts associated with the potential sites;
- Include utilization options for the Alpha 250 parcel of land. The Consultant will work with the Contract Administrator to obtain any additional materials containing the history of the Alpha 250 parcel of land beyond what our team is already intimately familiar with from prior studies and evaluations.
- Provide recommendations for maintaining and optimizing existing infrastructure, expanding operations to support a countywide System, and examine potential collaboration with neighboring counties (e.g., Miami-Dade County, Palm Beach County, Collier County).
- Provide recommendations on future materials to be managed or harvested from the waste stream for further landfill reduction, including more accepted curbside materials, textiles, food waste, batteries and other electronic waste which enters the System, storm debris flows, land clearing, and shore waste flows (e.g., sargassum, fish kills).
- Rank scenarios developed in Task 4 based on the factors such as cost impacts on goals such as recycling, reuse, diversion from landfills, zero-waste strategies, market risks, environmental impacts, safety, and most efficient processing of solid waste and increasing recycling.
- Examine opportunities for regional partnerships to realize economies of scale advantages.
- Review feasibility, advantages, and disadvantages of expanding the WIN Waste Innovations/Wheelabrator South Broward facility to include a 4th boiler. Compare and contrast findings against the lifetime costs and benefits of constructing a new waste-to-energy facility at the same location or other reasonable alternatives.

#### **DELIVERABLE**

- Draft and final findings and recommendations white paper.

#### **BUDGET (estimated total hours)**

The budget for this Task is **\$177,100.00**. (796 hours)

#### **TASK 7 – IMPLEMENTATION PLAN AND TIMELINES**

The Consultant will issue the proposed contents of an implementation plan. After obtaining written approval from the Contract Administrator regarding the proposed contents of the implementation plan, the Consultant will proceed with the following subtasks:

- Establish a timeline of available solid waste facilities and the phasing in of various municipal waste streams based on the termination dates of franchise agreements.



- Review potential opportunities to include spot market waste as part of the phasing schedule relative to capacity until all System waste is available.
- Provide recommendations for the flow of municipal waste to various solid waste facilities and transfer station locations.

**DELIVERABLE**

- Draft and final implementation plan.

**BUDGET (estimated total hours)**

The budget for this Task is **\$55,580.00**. (244 hours)

**TASK 8 – EDUCATION AND OUTREACH**

In order for the Master Plan to work effectively by all Authority participants, education and outreach that affects user behavior will be critical. This Task will include the following efforts related to education and outreach:

- Provide best practices for encouraging recycling, waste reduction, and waste diversion. Outline objectives that support the U.S. Environmental Protection Agency’s waste management hierarchy (reduce, reuse, recycle/compost, recover/energy from waste, dispose/landfill). This subtask shall include recommendations for strategies, services, and programs to address waste reduction as well as recyclable materials and recovered materials processing, and appropriate public education regarding same.
- Identify best practices for use of multi-lingual communications delivering unified message to the public on sustainability, recycling best practices, and the System.
- Explore opportunities to partner with all schools located in Broward County to provide unified messages on the importance of waste hierarchy behaviors (reduce, reuse, recycle) that will drive conscious decisions to use the System and maximize its outputs before disposal.
- Explore and prioritize the best practice opportunities to effectively communicate, encourage, and increase access for recycling and organics recovery for commercial businesses and multifamily residences, using multi-lingual communication.

**DELIVERABLE**

- Draft and final education and outreach plan.

**BUDGET (estimated total hours)**

The budget for this Task is **\$55,402.00** (306 hours)

**TASK 9 – IDENTIFY INNOVATIVE AND FUTURE TECHNOLOGIES (Software & Hardware)**

System operators and equipment and recycling system suppliers constantly are enhancing and optimizing performance to recover more recyclable material or energy from mixed and separated solid waste components (e.g., the use of artificial intelligence combined with materials sorting technologies), reducing or identifying new and emerging beneficial reuse opportunities for process residue, new and emerging battery management practices and e-waste recovery, textile recovery optimization, advanced recovery systems for gasses, ash output,

biological digestion, etc. The Consultant is thoroughly familiar with existing state-of-the-art equipment on both the software and hardware for these facilities. Consultant will identify each the latest supply chain technologies for methods of collection and sorting required, recycling facility and disposal options, footprints required, capital expenses and cost/per ton processed ranges, and include details required for consideration and prioritization based on a desktop analysis. A risk assessment of each will include existing proof points on each scalable choice for meeting Authority requirements, recovery output and emissions ranges. reporting required, automation potential, and staffing need, and job creation. From these assessments of the local conditions and options, the Plan will provide stakeholders prioritized, alternative options for collection, processing, recovery, and disposal.

**DELIVERABLE**

- The Consultant will work with the Authority to identify the specific facilities and operations and tailor the scope to identify those innovative and future technologies. Alternatively, the Consultant could develop a request for information from the vendor community to identify and provide information related to such technologies.

**BUDGET (estimated total hours)**

The budget for this Task is **\$41,369.00**. (183 hours)

**TASK 10 – HIGHLIGHT NATURAL AREAS NEAR FACILITIES**

Frequent and consistent public education and outreach is critical for reducing, reusing, and recycling or composting waste prior to the need for disposal at a waste-to-energy facility for energy recovery or landfill. Under this task, the Consultant will identify natural areas in proximity to proposed facilities to expand on educational opportunities. The Consultant will utilize GIS to conduct a desktop review of potential sites using exclusionary criteria (e.g., conservation areas, distance to airports, natural resource protection areas, distance to Class 1 surface water, existing land use, distance to community water system, Areas of Critical State Concern, Historical/Archaeological/Cultural areas). The identification of such areas will also include an overview on how wetlands, trails, and parks can be integrated with solid waste and recycling facilities as passive learning centers.

**DELIVERABLE**

- Draft and final Natural Areas Educational Opportunities Report.

**BUDGET (estimated total hours)**

The budget for this Task is **\$27,840.00**. (156 hours)

**TASK 11 - PREPARATION OF DRAFT MASTER PLAN**

Based on the results of the previous subtasks, the Consultant will prepare and issue an initial draft of the Master Plan to the Contract Administrator for review that incorporates the analyses and white papers developed under prior tasks. A meeting will be scheduled with the Authority and TAC to review the findings and provide direction to the Consultant regarding the

incorporation of comments from the Authority and TAC into a Draft Master Plan. The Draft Master Plan will be made available electronically to the Authority to be posted on a public website to enable the public to digitally provide comments.

**DELIVERABLE**

- Draft Master Plan.

**BUDGET (estimated total hours)**

The budget for this Task is **\$49,782.00**. (210 hours)

**TASK 12 – CONDUCT WORKSHOPS**

The Consultant will prepare for a minimum of five (5) workshop public meetings. An initial public workshop is recommended as part of assessing the future needs. This approach is intended to foster transparency in the master planning process. By engaging the public early in the process and prior to developing the draft master plan, the Authority will be provided with an opportunity to share the history of solid waste and recyclable materials management in the County, present options and practical considerations related to collection, processing, and disposal. Hearing from the “voice of the customer” can provide valuable insights into public preferences and allow for a conversation around trade-off’s of different options that will be addressed in the draft Master Plan.

Following the preparation of the Draft Master Plan, the first workshop will be held with members of the Authority, TAC, and relevant County and municipal staff, at which a quorum is not necessary. A second workshop will be held with the Broward League of Cities, consisting of all municipal elected officials in Broward County, at which a quorum of elected officials is not required. The last two workshops with the general public, the date, time, and location of that will be determined by the Contract Administrator, with at least one such workshop being held in the evening, with the availability of the public to participate virtually and with multi-lingual capabilities, if requested.

**DELIVERABLES**

- Draft and final workshop presentations.
- Plan for and facilitate public workshops.
- Prepare a summary memorandum for each workshop.

**BUDGET (estimated total hours)**

The budget for this Task is **\$83,692.00**. (394 hours)

**TASK 13 – PREPARATION OF FINAL MASTER PLAN**

The Contractor will review and discuss the comments from the public workshops with the Executive Director, who will be responsible for compiling and adjudicating the comments that will be incorporated into the final Master Plan, as appropriate. The final Master Plan will include an outline of implementation steps for the recommended alternative(s). The Master Plan will be finalized within 30 working days after the final workshop.

**DELIVERABLE**

- Final Master Plan.

**BUDGET (estimated total hours)**

The budget for this Task is **\$35,284.00**. (154 hours)

**TASK 14 – DEVELOP PLAN OF OPERATIONS**

To develop the plan of operations the Consultant will identify participants for the System, including the operation and roles including for municipal partners, private industry, and specific facilities. Activities under this task include:

- Provide the latest safety procedures for the operation and maintenance of equipment for each proposed facility type identified in Task 4.
- Identify the most effective and efficient hours of operations for the facilities, downtime, maintenance periods, and flow of traffic for each proposed facility type identified in Task 4.
- Establish a recommended billing structure for participants (including haulers). Provide a uniform method for participants to be identified and recorded at disposal facilities.
- Provide a basis for regularly scheduled inspection of solid waste and recycling facilities to ensure compliance and efficiency.

**DELIVERABLE**

- Draft and final Operations Plan.

**BUDGET (estimated total hours)**

The budget for this Task is **\$63,080.00** (302 hours)

**TASK 15 – FACILITY MAINTENANCE**

The Consultant will identify the cost and time associated with maintaining the proposed facilities identified in Task 4, including, among other things, purchase costs for land, equipment, and rolling stock for ongoing maintenance and closure of potential facilities to be included in the System as publicly owned assets. Many solid waste facilities, with the proper operations and maintenance, revenue, and financing streams, are capable of extending operations well past initial equipment life through a proactive maintenance, repair, and replacement plan.

**DELIVERABLE**

- Draft and final Facility Maintenance Plan

**BUDGET (estimated total hours)**

The budget for this Task is **\$30,717.00**. (149 hours)

**TASK 16 – PROJECT MANAGEMENT**

The Consultant will provide project management and related support to ensure coordination and continuity between the Authority and the Consultant, including weekly virtual or in-person status meetings with the Contract Administrator. The Consultant will also prepare and submit monthly invoices, including a cover letter that summarizes the Tasks performed and the work performed during the invoice period.

#### **DELIVERABLES**

- Draft and final meeting agendas and minutes.
- Monthly invoices.

#### **BUDGET (estimated total hours)**

The budget for this Task is **\$129,708.00**. (544 hours)

#### **TASK 17 – CONTINGENCY**

The Consultant will perform additional services on an as-requested basis that supplement, or are in addition to the Tasks above (e.g., social media, web page development and support, public engagement survey(s), media engagement, translation services, site visits/tours, school curriculum development, request for information for innovative technologies), as well as provide for any requests to conduct additional studies, scenarios, and evaluations not defined in the scope of work for each Task. Work will only be completed under this Task with prior approval from the Contract Administrator.

#### **BUDGET**

The budget for this Task is **\$100,000.00**.

The total budget for Services identified in Tasks 1 through 17 is **\$1,371,427.00** (including reimbursables).

### **IV. ASSUMPTIONS AND LIMITATIONS**

The scope of services excludes any work not explicitly stated herein:

1. The total project duration is assumed to be 240 days following notice-to-proceed.
2. The Consultant is not responsible for project delays outside of their control.
3. The Authority will provide all requested data within five (5) business days.
4. The budget assumes 34 weekly project management meetings with a duration of one (1) hour with the Executive Director. The meetings are assumed to be virtual and hosted by the Consultant.
5. All deliverables will be issued as .pdf files.
6. The scenarios developed under Task 4 will be developed using the baseline generated and recoverable waste stream and will be based on what portion of the total waste stream and targeted waste stream will be captured under each scenario.
7. The recommendations from Task 6 does not serve as a siting analysis and excludes

- field investigations, air modeling, geotechnical investigations, threatened and endangered species surveys, preliminary design and constructability review, etc.
8. The Contract Administrator and the Consultant shall agree on the criteria for potential sites evaluated under Task 7. Site visits to potential locations identified for development of a future waste processing facility have not been budgeted.
  9. Task 8 will focus on a County level plan and will identify the best practices for outreach and engagement and excludes collateral development and implementation support. The final deliverable will be a strategic approach, not a tactile implementation plan with detailed steps, actions, costs, impacts, etc.
  10. The Contract Administrator is responsible for adjudicating and providing guidance to the Consultant on all public comments from the workshops.
  11. Under Task 12, the Consultant will be comprised of one (1) facilitator and at least three (3) subject matter experts.
  12. The Authority is responsible for hosting meeting space, providing refreshments, and properly noticing all public meetings and workshops.
  13. Bi-lingual resources are planned for public engagement activities.
  14. The Contract Administrator shall provide consolidated comments on all draft deliverables within five (5) business days.
  15. The final Master Plan will be submitted within 30 days following receipt of adjudicated and consolidated workshop feedback from the Contract Administrator.
  16. Tasks 14 and 15 will be completed following acceptance of the final Master Plan.
  17. Additional activities will not be performed by the Consultant without approval from the Contract Administrator, and if so directed, such services will be performed in accordance with Task 17.
  18. The Consultant is not responsible for legal opinions.

**Exhibit B Maximum Billing Rates**

**Consultant:** SCS Engineers

TITLE	STAFF	MAXIMUM HOURLY RATE (\$/HR)	X	HOURS	=	TOTAL BY TITLE (\$)
Principal	Daniel Dietch Michelle Leonard Bob Gardner, PE	\$290		693		\$200,970
Senior Project Advisor	Dan Leo, JD	\$280		56		\$15,680
Project Director II	Vita Quinn Stacey Demers, LEED AP	\$260		221		\$57,460
Project Director I	Robert Curtis, PE	\$250		40		\$10,000
Senior Project Manager II		\$225				
Senior Project Manager I		\$205				
Project Manager II	Brent Dieleman, TRUE Advisor	\$195		56		\$10,920
Technical Advisor II		\$195				
GIS Manager	Kayla Ouellette	\$185		92		\$17,020
Project Manager I		\$180				
Technical Advisor I		\$172				
Senior Project Professional II	Candy Elliott, PG Ketan Shah, PE, PhD	\$165		148		\$24,420
Senior Project Professional I		\$155				
Senior Designer		\$153				
Project Professional II	Katherine Hinojosa	\$140		344		\$48,160
Designer II		\$140				
GIS Analyst		\$137				
Project Professional I		\$135				
Designer I		\$125				
Staff Professional II		\$123				

Staff Professional I		\$118			
Senior Superintendent		\$135			
Analyst III	Kira Bieber	\$130		280	\$36,400
Analyst II		\$120			
Data Analyst		\$110			
Analyst I		\$105			
Senior Technician		\$113			
Drafter II		\$115			
Associate Staff Professional		\$110			
Drafter I		\$95			
Technical Associate		\$103			
Technician		\$98			
Administrative Professional	Dana Castro Laura Dorn	\$95		252	\$23,940



**Subconsultant:** Arcadis U.S., Inc.

TITLE	STAFF	MAXIMUM HOURLY RATE (\$/HR)	X	HOURS	=	TOTAL BY TITLE (\$)
Director	Leah Richter, PE, TRUE Advisor	\$290		293		\$84,970
Principal Engineer/Architect/Consultant 2	Joe Krupa, PE Chris Tilman, PE Steve Nesbitt, PE Karyn Riley Mark Hammond, PE Thomas Henderson Robert Ryall	\$285		704		\$200,640
Principal Engineer/Architect/Consultant 1	Nichole Lynch, TRUE Advisor	\$265		221		\$58,565
Senior Engineer/Architect/Consultant	Cindy Eckert, PE Michael DeLoach, PE Alexander Bellino Melissa Hew	\$205		202		\$41,410
Project Engineer/Architect/Consultant		\$190				
Staff Engineer/Architect/Consultant		\$180				
Engineer/Architect/Consultant 2		\$165				
Engineer/Architect/Consultant 1	David Trujillo Shen Xin Sandra Maw Katherine Brutscher	\$145		509		\$73,805
Technician/Designer/Project Assistant 4		\$180				
Technician/Designer/Project Assistant 3		\$150				
Technician/Designer/Project Assistant 2		\$135				
Technician/Designer/Project Assistant 1	Sandra Demma	\$125		8		\$1,000

**Subconsultant:** Resource Recycling Systems

TITLE	STAFF	MAXIMUM HOURLY RATE (\$/HR)	X	HOURS	=	TOTAL BY TITLE (\$)
CEO/President	JD Lindeberg, PE	\$239		129		\$30,831
Vice President	Michael Timpane	\$219		222		\$48,618
Senior Technical Expert	Juri Freeman	\$219		75		\$16,425
Senior Consultant	Samantha Kappalman Annie White Chris King, PE Hunt Briggs	\$176		900		\$158,312
Senior Engineer		\$220				
Consultant	Holly Halliwill, PE Coryanne Mansell	\$148		168		\$24,864
Engineers		\$175				
Analyst	Coco Freling Alex Baertschi Faith Lee	\$134		182		\$24,388
Graphic Designer	Erin Grimm	\$165		26		\$4,290
Project Coordinator		\$104				
Administrative Professional		\$99				
Associate Analyst		\$88				

**Subconsultant:** Mercury

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<b>TITLE</b>	<b>STAFF</b>	<b>MAXIMUM HOURLY RATE (\$/HR)</b>	<b>X</b>	<b>HOURS</b>	<b>=</b>	<b>TOTAL BY TITLE (\$)</b>
Principal	Ashley Walker	\$285		66		\$18,810
Senior Project Advisor	Eric Johnson	\$280		50		\$14,000
Project Manager	Caroline Korba	\$180		56		\$10,080
Senior Designer	Scott Pollenz	\$150		40		\$6,000
Administrative Professional	Michael Womack	\$90		26		\$2,340

**Exhibit C  
Minimum Insurance Requirements**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability  <input checked="" type="checkbox"/> Premises-Operations  <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard  <input checked="" type="checkbox"/> Contractual Insurance  <input checked="" type="checkbox"/> Broad Form Property Damage  <input checked="" type="checkbox"/> Independent Contractors  <input checked="" type="checkbox"/> Personal Injury	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$500,000</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b>  <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$500,000</b>	
<b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b>  <b>All consulting, engineering, surveying, and design</b>	N/A		Each Claim:	<b>\$2,000,000</b>	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>			Each Claim:		
			*Maximum Deductible:	\$10,000	

Description of Operations: "Solid Waste Authority" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. Solid Waste Authority shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the Solid Waste Authority, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by Solid Waste Authority and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. \*Waiver of subrogation is required for Workers Compensation if any portion of the work/services will be performed on Solid Waste Authority Property.

**Certificate Holder:**

Solid Waste Disposal and Recycling  
 Materials Processing Authority of  
 Broward County, Florida  
 115 South Andrews Avenue, Suite 122  
 Fort Lauderdale, Florida 33301

**Exhibit D**  
**Work Authorization No. [ ] under**  
**Agreement [ ] between Authority and [ ]**  
**for [ ]**

1. This Work Authorization is issued pursuant to the Agreement between Broward County (“Authority”) and [ ] (“Consultant”) (collectively referred to as the “Parties”) for [ ] (the “Agreement”), dated [ ].

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

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization shall be in accordance with Article 4 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have made and executed this Work Authorization No. [\_\_\_\_\_]: AUTHORITY, by and through its [\_\_\_\_\_], as authorized pursuant to Section 5.3 of the Agreement, and [\_\_\_\_\_], signing by and through its [\_\_\_\_\_], duly authorized to execute same.

AUTHORITY

**SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS  
PROCESSING AUTHORITY  
OF BROWARD COUNTY, FLORIDA**

By and through it's Executive Committee

By: \_\_\_\_\_  
Gregg Ross, Chair

\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
Jamie A. Cole, Interim Authority Counsel

CONSULTANT

WITNESS:

**[Insert Consultant Name]**

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

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

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

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

