

**PROJECT-SPECIFIC FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF  
FORT LAUDERDALE AND KITTELSON & ASSOCIATES, INC., FOR TRAFFIC AND  
TRANSPORTATION ENGINEERING AND PLANNING SERVICES RELATED TO  
SURTAX PROJECT FORT 122/162, NW 15th AVE COMPLETE STREETS  
ROADWAY IMPROVEMENTS**

THIS PROJECT-SPECIFIC FIRST AMENDMENT to Agreement between City of Fort Lauderdale and Kittelson & Associates, Inc., for Traffic and Transportation Engineering and Planning Services Related to Surtax Project Fort 122/162, NW 15<sup>th</sup> Avenue Complete Streets Roadway Improvements, ("First Amendment"), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 401 Southeast 21st Street, Fort Lauderdale, Florida 33316, and Kittelson and Associates, Inc., an Oregon corporation authorized to transact business in the State of Florida, ("Consultant"), whose address is 225 E. Robinson Street, Suite 355, Orlando, Florida, 32801.

WHEREAS, the City and the Consultant entered into an Agreement between City of Fort Lauderdale and Kittelson & Associates, Inc., for Traffic and Transportation Engineering and Planning Services dated February 24, 2021, ("Agreement"), a continuing contract that is subject to negotiation pursuant to the Consultants' Competitive Negotiation Act; and

WHEREAS, Subsection 3.3.A.i of Exhibit A to the Agreement provides for construction, engineering and inspection (CEI) services ("CEI services") among the engineering tasks that the Consultant could be asked to perform; and

WHEREAS, the City contemplates issuing a task order to the Consultant for the Consultant to perform for the City CEI services funded by the Broward County Transportation System Sales Surtax Program; and

WHEREAS, a consulting agreement for CEI services funded by the Broward County Transportation System Sales Surtax Program requires certain contractual terms; and

WHEREAS, the City and the Consultant wish to amend the Agreement to incorporate Broward County Transportation System Sales Surtax Program terms for work performed for the City Related to Surtax Project #P12595 (Construction), NW 15th Avenue (Fort-122);

NOW, THEREFORE, as and for a First Amendment to the Agreement, **for work performed for the City Related to Surtax Project #P12595, NW 15<sup>th</sup> Avenue (Fort 122-162) only**, the City and the Consultant hereby agree as follows:

1. The Agreement is amended by incorporating therein the Transportation Surtax Addendum for Municipal Consultant Contracts Surtax Project #P12595, NW 15th Avenue (Fort 122-162) ("Transportation Surtax Addendum").
2. Section 5.1 of the Agreement is amended to provide as follows:

The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

**First priority:** The Transportation Surtax Addendum

**Second priority:** Approved Change Orders, Addendums or Amendments to all related documents.

**Third priority:** Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

**Fourth priority:** This AGREEMENT.

**Fifth priority:** City of Fort Lauderdale Request for Qualifications #12370-206.

**Sixth priority:** CONSULTANT's response to City of Fort Lauderdale Request for Qualifications #12370-206.

IN WITNESS WHEREOF, the City and the Consultant execute this Project-Specific First Amendment to Agreement between City of Fort Lauderdale and Kittelson & Associates, Inc., for Traffic and Transportation Engineering and Planning Services Related to Surtax Project #P12595, NW 15th Avenue (Fort 122-162), as follows:

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
David R. Soloman, City Clerk

By: \_\_\_\_\_  
Rickelle Williams, City Manager

Approved as to form and correctness:

\_\_\_\_\_  
Assistant City Attorney

WITNESSES:

Kittelson & Associates, Inc.

I. Hiraldo  
Signature

Ivette Hiraldo  
Print Name

[Signature]  
Signature

James Enman  
Print Name

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF ORANGE

By: [Signature]  
Print Name: Jane Lim-Yap  
Vice President

ATTEST:

[Signature]  
Karl Passetti, Chairman of the Board  
Lawrence A Van Dyke, CFO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of June, 2025, by Jane Lim-Yap as Vice President for Kittelson & Associates, Inc., an Oregon corporation authorized to transact business in the State of Florida.

[Signature]  
(Signature of Notary Public - State of Florida)

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



Lindsey Burt  
Comm.: HH 267629  
Expires: Aug 16, 2026  
Notary Public - State of Florida



**TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSULTANT CONTRACTS  
(SURTAX PROJECT #FORT 122-162 RFP/RFQ # 12370-206)**

This Transportation Surtax Addendum ("Addendum") is between the City of Fort Lauderdale, a municipality of the State of Florida ("Municipality"), and Kittelson & Associates, Inc., an Oregon corporation authorized to transact business in the State of Florida, ("Consultant") (each a "Party" and collectively referred to as the "Parties").

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

## ARTICLE 1. DEFINITIONS

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

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

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

**1.3 Code** means the Broward County Code of Ordinances.

**1.4 Contract Administrator** means the Transportation and Mobility Director of the City of Fort Lauderdale, or such other person designated by the Transportation and Mobility of the City of Fort Lauderdale in writing. The Contract Administrator is the representative of Municipality concerning the Project.

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

**1.6 Consultant** means the architect or engineer who has contracted with Municipality or who is an employee of Municipality, and provides professional services for this Project, as determined by the Contract Administrator.

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

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

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

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

**1.11 Project** means an agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by Consultant shall be as defined in the First Amendment to the Consulting Agreement ("First Amendment") and further detailed in task orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and task orders at the Municipality's discretion.

**1.12 Purchasing Director** means Municipality's Chief Procurement Officer or designee authorized to execute Work Authorization provided for in the Consulting Agreement.

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

**1.14 Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

**1.15 Subconsultant** means an entity or individual, including subcontractors, providing services to Municipality through Consultant, regardless of tier.

## **ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Maximum Billing Rates</b>
<b>Exhibit A-1</b>	<b>Reimbursables for Direct Non-Salary Expenses</b>
<b>Exhibit B</b>	<b>Schedule of Subconsultants</b>
<b>Exhibit C</b>	<b>CBE Subconsultants and Letters of Intent</b>

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

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

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

**3.3** If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

3.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 4 for all Services rendered by Consultant beyond the substantial completion date.

3.5 Notwithstanding Section 3.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Addendum or the Consulting Agreement.

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

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

4.1 Reimbursable Expenses. Travel costs and travel-related expenses attributable to the Project shall not be reimbursed. Other direct non-salary expenses directly attributable to the Project ("Reimbursable Expenses") shall be limited to those permitted under the Consulting Agreement. Municipality shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants expenses must also comply with the requirements of this section.

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



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

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

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

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

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

4.2.6 Indemnification Related to Paycheck Protection Program Forgiveness. If the State of Florida, federal government, or any other authority seeks recovery from Municipality, whether through offset or any other means, of Paycheck Protection Program ("PPP") funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and/or any forgiveness of such funds pursuant to



Section 1106 of the CARES Act, Consultant must indemnify and hold harmless Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, arising from or relating thereto.

#### 4.3 Method of Billing

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

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

4.4 Fiscal Year. The continuation of the Consulting Agreement beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

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

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

5.2. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, e-mails, and any and all other documents that pertain to rights, duties, obligations, or performance under the First Amendment. 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 the First Amendment, whether by Consultant or Subconsultants.

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

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

5.5. If an audit or inspection reveals overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, Consultant shall make adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

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

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

6.1 Consultant and Subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of the First Amendment. 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.

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

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

6.4 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of total Services under the First Amendment (the "Commitment") for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of the First Amendment by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

6.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may

review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in the First Amendment or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

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

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

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

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

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

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

## **ARTICLE 7. PUBLIC RECORDS**

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

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

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

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

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



request in a format that is compatible with the information technology systems of Municipality.

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

Consultant must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to Municipality from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by Municipality, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Municipality for records designated by Consultant as Restricted Material, Municipality shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant’s waiver of Municipality’s obligation to treat the records as Restricted Material. Consultant must indemnify and hold harmless Municipality and County and Municipality’s and County’s 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 THE CONSULTING AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK’S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV .**

## **ARTICLE 8. MISCELLANEOUS.**

**8.1 Indemnification of Municipality.** Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from liabilities, damages,

losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of the First Amendment. The provisions of this section shall survive the expiration or earlier termination of the Consulting Agreement. To the extent considered necessary by Contract Administrator and Municipality's Attorney, any sums due Consultant under the Consulting Agreement may be retained by Municipality until all of Municipality's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Municipality.

**8.2 Drug-Free Workplace.** To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of the First Amendment.

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

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

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

**8.6 Incorporation by Reference.** Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of the First Amendment.

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



subject matter of the First Amendment are contained in the Consulting Agreement as amended by the First Amendment, and this Addendum.

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

8.9 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 the First Amendment. 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 Municipality executed affidavit(s) under penalty of perjury, in a form approved by Municipality attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in the Consulting Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MUNICIPALITY, through its Board, signing by and through its City Manager authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and CONSULTANT, signing by and through its \_\_\_\_\_, duly authorized to execute same.

MUNICIPALITY

By: \_\_\_\_\_  
Rickelle Williams, City Manager

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

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

\_\_\_\_\_  
Assistant City Attorney

CONSULTANT

WITNESSES:

Kittelson & Associates, Inc.

J. Hirado

Signature

Irth Hirado

Print Name

James Ehmer

Signature

Print Name

(CORPORATE SEAL)



STATE OF FLORIDA

COUNTY OF ORANGE :

By:

Jane Lim-Yap

Print Name: Jane Lim-Yap

Vice President

ATTEST:

Lawrence A. Vandyske

Karl Passetti, Chairman of the Board

Lawrence A. Vandyske, CFO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of June, 2025, by Jane Lim-Yap as Vice President for Kittelson & Associates, Inc., an Oregon corporation authorized to transact business in the State of Florida.

Lindsey Burt

(Signature of Notary Public – State of Florida)

Personally Known X OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



Lindsey Burt  
Comm.: HH 267629  
Expires: Aug 16, 2026  
Notary Public - State of Florida

**Exhibit A  
Maximum Billing Rates**

Broward County Project No:	<b>Surtax Project FORT-122/162</b>
Project Title:	<b>NW 15<sup>th</sup> Avenue Complete Streets Roadway Improvements</b>
Consultant/ Subconsultant:	<b>Kittelson &amp; Associates, Inc.</b> <ul style="list-style-type: none"> <li>• Michael Baker International, Inc</li> <li>• E-Plus Engineering and Construction (CBE)</li> <li>• Thomas Geotechnical Services (CBE)</li> </ul>

**Kittelson & Associates, Inc**

<b>Classification</b>	<b>Hourly Billing Rate</b>
Senior Principal Engineer/Planner	\$260
Principal Engineer/Planner	\$235
Associate Engineer/Planner	\$190
Senior Engineer/Planner	\$162
Engineer/Planner	\$123
Transportation Analyst	\$110
Technician I	\$85
Technician II	\$100
Senior Technician	\$115
Associate Technician	\$140
Office Support	\$65
Software Technician	\$68
Data Analyst / Software Technician	\$105
Data Scientist/Developer	\$140
Senior Data Scientist/Developer	\$190

**Michael Baker International, Inc**

<b>Classification</b>	<b>Hourly Billing Rate</b>
Sr. Project manager	\$220
Sr. Construction Manager	\$170
Sr. Inspector	\$130

Thomas Geotechnical Services (CBE) Rates

Civil Engineering (General)	Hourly Rate
Principal Engineer (PE)	\$175
Engineering Technician-Soils/Concrete/Asphalt	\$72
Clerical	\$72

Testing - Expenses		
Soil Testing	Proposed Rate	Unit
Field Density	\$ 30.00	Test
Proctors	\$ 100.00	Test
Florida Bearing Value Test	\$ 45.00	Test
Limerock Bearing Ratio	\$ 300.00	Test
Atterberg Limit Test	\$ 80.00	Test
Carbonate Content Test	\$ 100.00	Test
Organic Content Test	\$ 50.00	Test
Corrosion Series	\$ 190.00	Test
Natural Sample Moisture Content	\$ 20.00	Test
Unit Weight and Moisture Content (Undisturbed Sample)	\$ 50.00	Test
Concrete & Masonry Materials	Proposed Rate	Unit
Concrete Compression Test (Min. four [4] Cylinders per Trip) - Prepare cylinders & slump test on site & deliver to lab.	\$ 150.00	Set
Additional Concrete Cylinders	\$ 18.00	Cyl.
Concrete Compression Test only [deliver to lab]	\$ 18.00	Cyl.
Slump Test	\$ 18.00	Each
Air Content Test	\$ 25.00	Each
Grout Prism - (Six [6] per Set) - Includes preparation of Prism on site.	\$ 80.00	Set
2"X2" Mortar Cubes (Six [6] per Set) - Includes preparation of Cubes on site	\$ 80.00	Set
Additional Mortar Cubes	\$ 18.00	Each
Masonry Units - Compressive Strength	\$ 80.00	Unit
Masonry Units - Absorption	\$ 50.00	Unit
Concrete Cores (Min. 3) - Secure, Trim & Test	\$ 80.00	Core
Concrete Cores (Min. 3) - Testing of Core [Delivered to lab (including Trim)]	\$ 50.00	Core
Windsor Probe Test (Min. 3 Shots)	\$ 150.00	Test
Additional Windsor Probe Tests	\$ 100.00	Test
Aggregate Testing	Proposed Rate	Unit
Grain Size Determination: - Full Grain Size (8 Sieves)	\$ 75.00	Test
Grain Size Determination: - Wash Through (#200)	\$ 45.00	Test
Sieve Analysis - Coarse Aggregate	\$ 45.00	Test

**Thomas Geotechnical Services (CBE) Rates (continuous)**

Specific Gravity & Absorption of Fine or Coarse Aggregate	\$ 75.00	Test
<b>Asphalt Testing</b>	<b>Proposed Rate</b>	<b>Unit</b>
Asphalt Cores (Obtaining Core Samples)	\$ 130.00	Each*
Asphalt Extraction & Gradation	\$ 150.00	Each
Asphalt Density and Thickness	\$ 25.00	Each
Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	\$ 150.00	Each
Coring Machine plus Generator Rental	\$ 400.00	Trip
Superpave Resolution Testing - Gyratory Compaction, bulk specific gravity	\$ 170.00	Each
Superpave Resolution Testing - Rice Testing	\$ 120.00	Each
<b>Field Explorations/Investigations</b>	<b>Proposed Rate</b>	<b>Unit</b>
Auger Borings	\$ 10.00	Foot
Standard Penetration Test Borings - Truck Rig (0'-50')	\$ 13.00	Foot
Standard Penetration Test Borings - Truck Rig (50'-100')	\$ 15.00	Foot
Grout-Seal Boreholes - 0'-50'	\$ 6.00	Foot
Grout-Seal Boreholes - 50'-100'	\$ 7.00	Foot
Casing Allowance - 0'-50'	\$ 7.00	Foot
Casing Allowance - 50'-100'	\$ 9.00	Foot
Mobilization of Drilling Equipment to Project (Min. Charge) 50-mile Travel	\$ 350.00	Each
Mobilization of Drilling Equipment to Project (Min. Charge) 100-mile Travel	\$ 450.00	Each
<b>Miscellaneous Service</b>	<b>Proposed Rate</b>	<b>Unit</b>
Foundation Analysis and Recommendation	\$	Staff
Percolation Test	\$ 300.00	Test
Install Monitoring Well, 25' Depth (Per PBCWUD Standards & Details)	\$ 50.00	LF

Consultant

Municipality

Name/Title: Jane Lim Tap, Vice President

Contract Administrator

Date: June 12, 2025

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

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

As per Agreement between City of Fort Lauderdale and Kittelson & Associates, Inc. for Traffic and Transportation Engineering and Planning Services from February 24, 2021.



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

<b>Broward County Project No:</b>	<b>FORT-122/162</b>
<b>Project Title:</b>	<b>NW 15<sup>th</sup> Avenue Complete Streets Roadway Improvements</b>
<b>Facility Name:</b>	<b>N/A</b>

<b>No.</b>	<b>Firm Name</b>	<b>Discipline</b>
1.	Michael Baker International, Inc	Project management, onsite inspection
2.	E-Plus Engineering and Construction (CBE)	Onsite inspection
3.	Thomas Geotechnical Services (CBE)	Laboratory testing, field inspection, civil engineering services

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

<b>Broward County Project No:</b>	Surtax Project FORT-122/162
<b>Project Title:</b>	Traffic and Transportation Engineering and Planning Services, as part of NW 15th Ave Complete Street Roadway Improvements
<b>Consultant</b>	Kittelson & Associates, Inc.
<b>Subconsultant:</b>	<ul style="list-style-type: none"><li>• Michael Baker International, Inc</li><li>• E-Plus Engineering and Construction (CBE)</li><li>• Thomas Geotechnical Services (CBE)</li></ul>

# Kittelson & Associates, Inc. and Thomas Geotechnical Services

Docusign Envelope ID: AD5A8CA0-5DE1-42AC-BB8B-4A1CBA68C0DC



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

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

Municipality (City/Town/Village): City of Fort Lauderdale

Solicitation No.: 12595 Project Title: NW 15TH AVENUE (FORT 122-162)

Bidder/Offeror Name: Kittelson & Associates, INC

Address: 550 W. Cypress Creek Road, Suite 470 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Jessica A. Josselyn

Phone: 954-770-8463 Email: josselyn@kittelson.com

CBE Firm/Supplier Name: Thomas Geotechnical Services

Address: 3019 Ravenswood Road, Suite 110 City: Fort Lauderdale State: FL Zip: 33312

Authorized Representative: Francois Thomas, PE

Phone: 561-725-2602 Email: francois@thomasgeo.com

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

### WORK TO BE PERFORMED BY CBE FIRM(S)

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Material Testing Services - CEI	541330, 541380	\$28,242.00	5.66%

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

CBE Firm/Supplier Authorized Representative

Signature: Francois Thomas Title: President Date: 03/27/2025

Bidder/Offeror Authorized Representative

Signature: Jessica Josselyn Title: Principal Planner Date: 4/2/2025

<sup>1</sup> Visit <https://www.census.gov/eos/www/naics/> to search and identify the correct NAICS codes. Match each type of work with the most appropriate NAICS code.

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

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

Rev.: April 2020

Compliance Form No. 011

# Kittelson & Associates, Inc. and E Plus Engineering and Construction

DocuSign Envelope ID: AD5A8CA0-5DE1-42AC-B88B-4A1CBA68CDDC



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

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

Municipality (City/Town/Village): City of Fort Lauderdale

Solicitation No.: 12595

Project Title: NW 15TH AVENUE (FORT 122-162)

Bidder/Offeror Name: Kittelson & Associates, INC

Address: 550 W. Cypress Creek Road, Suite 470 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Jessica A. Josselyn

Phone: 954-770-6463 Email: josselyn@kittelson.com

CBE Firm/Supplier Name: E Plus Engineering and Construction

Address: 8360 W Oakland Park Blvd City: Sunrise State: FL Zip: 33351

Authorized Representative: Erik Stibila, PE, CGC, MSCE

Phone: 305-283-9816 Email: esibila@epluseng.com

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

### WORK TO BE PERFORMED BY CBE FIRM(S)

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
On-site Inspection - CEI		\$201,552.00	40.4%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President Date: 03/27/25

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: Principal Planner Date: 4/2/2025

<sup>1</sup> Visit <https://www.census.gov/eos/www/naics/> to search and identify the correct NAICS codes. Match each type of work with the most appropriate NAICS code.

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

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

Rev.: April 2020