

A G R E E M E N T

between

BROWARD COUNTY

and

Gresham, Smith and Partners

for

CONSULTANT SERVICES FOR

TERMINAL MODERNIZATION (1, 2 AND 3)

AT THE

FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (FLL)
IN BROWARD COUNTY, FLORIDA

RLI # R0900601R1

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IN BROWARD COUNTY, FLORIDA

This is an Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," acting by and through its Board of County Commissioners,

AND

Gresham, Smith and Partners, a Tennessee General Partnership, registered to do business in the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT."

WHEREAS, the COUNTY solicited in RLI No. R0900601R1, for a firm to provide professional architectural/engineering and construction administration services for modifications and improvements to the existing Terminal 1, 2, and 3 including coordination of the new configuration of Terminal 4, adjacent roadway system, and parking garages; and

WHEREAS, the term of the Agreement shall commence upon Board Approval and terminate upon project completion;

WHEREAS, the Broward County Board of County Commissioners has determined that the CONSULTANT meets the qualifications and has the expertise to provide said services;

IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONSULTANT agree as follows:

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ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 Agreement: This document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Airport: The Fort Lauderdale-Hollywood International Airport, Broward County, Florida, as described in the Master Plan Update, including such additional property that may be acquired to implement development as described therein.
- 1.3 Aviation Department or BCAD: The Broward County Aviation Department, or any successor agency.
- 1.4 Board or Commission: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.5 Construction Contract Documents: Includes but is not limited to, the construction drawings (plans), technical specifications, information and instructions to bidders, general conditions and provisions, special conditions and provisions, applicable forms and issued addenda, all of which is provided to the bidder during the bidding of the project. Upon award of the project to the successful bidder, these said documents, including changes issued by addenda physically incorporated on the construction drawings and technical specifications, completed copies of the required forms and bonds will be issued as the conformed Construction (Contract) Documents.
- 1.6 Construction Project Manager (CPM): A firm, joint venture, or other entity selected by the COUNTY to perform construction management professional services as defined by the COUNTY and as an agent of the COUNTY. The CPM, managed by the PMO, typically serves as the contractor's primary point of contact with the Contract Administrator.
- 1.7 CONSULTANT: A licensed architecture or engineering firm providing design services pursuant to Florida Statutes.
- 1.8 Contract Administrator (CA): The Director of the Broward County Aviation Department, or designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly

designated as CA in writing by the County Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the CA, provided, however, that such instructions and determinations do not change the Scope of Services.

- 1.9 Contractor: The person(s), firm(s), corporation(s) or other entity(ies) who enter into agreements with COUNTY to perform construction work for the Project.
- 1.10 COUNTY: Broward County, a body corporate and politic and a political subdivision of the State of Florida.
- 1.11 County Administrator: The administrative head of the COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.12 County Attorney: The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.13 County Business Enterprise ("CBE"): A firm duly certified as a County Business Enterprise by the COUNTY under criteria and eligibility requirements of the County Business Enterprise Act of 2009.
- 1.14 Lump Sum: When the method of compensation is that of "Lump Sum" such phrase means that CONSULTANT shall perform or cause to be performed the described services for total compensation in the stated amount.
- 1.15 Master Plan Update: The then current Master Plan Update for the Airport that was developed in accordance with FAA Advisory Circular 150-5070-6B, Airport Master Plans, as it may be amended from time to time.
- 1.16 Maximum Amount Not-To-Exceed (MNTE): The method of compensation is that of "Maximum Amount Not-To-Exceed" or "Maximum Not-To-Exceed Amount" such phrase means that CONSULTANT shall perform or cause to be performed all services during the period set forth for total compensation based on actual hours and costs incurred, in the amount of, or less than, the stated amount.
- 1.17 Notice to Proceed (NTP): A written NTP, authorizing the CONSULTANT to commence work under this Agreement, or to proceed with a subsequent phase or task of work under this Agreement. The written NTP that authorizes the CONSULTANT to commence work under this Agreement shall be issued by the CA. The written Notice(s) to Proceed for subsequent phases or tasks of the Project shall be issued by the CA.

- 1.18 Program Manager (PMO): The PMO, DMJM Aviation Inc., a Florida corporation, or such other person or entity as may be designated in writing by the CA, for oversight of Terminal 4 work only.
- 1.19 Project: The Project consists of the services described in Article 3, and in applicable exhibits to this Agreement.
- 1.20 Scope of Services: The work and services described in Article 3, and on **Exhibit A**, and other applicable exhibits hereto, or in a Work Authorization, as applicable.
- 1.21 Subconsultant: A firm, partnership, corporation or combination thereof having a direct contract with CONSULTANT for all or any portion of the advertised work or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.
- 1.22 Work Authorization: A written order initiated by BCAD directing CONSULTANT to perform services and detailing the terms of payment and scope of work in accordance with Section 3.9, hereto.

ARTICLE 2 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 COUNTY has budgeted funds for the Project. The Project is funded with COUNTY funds. In addition it is anticipated that the Project may be eligible for Passenger Facilities Charges ("PFC's"), or State of Florida grant funds. Award of this Agreement does not guarantee work will be authorized. A failure by the COUNTY to authorize work under this Agreement or to issue a NTP shall not be deemed a breach of this Agreement.
- 2.2 The Board has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, as amended, and has selected CONSULTANT to perform the services hereunder.

- 2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and members of COUNTY staff, and this Agreement incorporates the results of such negotiations.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 CONSULTANT's services shall consist of the phases and tasks set forth in Exhibit A, attached hereto and made a part hereof, and shall include civil, structural, mechanical and electrical engineering, architectural, sustainable design concepts for COUNTY consideration and other design related services, including LEED standards as further outlined in 3.1.1 below, as applicable for the Project. CONSULTANT shall provide all services as set forth in Exhibit A, including all necessary, incidental and related activities and services contemplated by the Scope of Services and contemplated in CONSULTANT's level of effort. The parties recognize that additional work may subsequently be identified that falls within the Project due to scheduling or other requirements. If the COUNTY determines in its sole and exclusive discretion that such additional work may be included in this Agreement, then subject to negotiation and agreement of the parties as to the terms thereof, any such additional work shall be reflected in an amendment to this Agreement as appropriate. CONSULTANT acknowledges and agrees that the CA has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Notwithstanding this statement, the CA has authority over changes, as expressly set forth in the Broward County Procurement Code (Chapter 21, Broward County Administrative Code) and this Agreement. During the performance of services under this Agreement, as amended, CONSULTANT shall communicate and coordinate with COUNTY staff, other COUNTY Consultants, and other stakeholders, and CONSULTANT shall give due consideration to such input, as appropriate.

3.1.1 COUNTY has indicated that a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) green building-rating system. As such, CONSULTANT shall be the LEED Administrator for the project and will perform the services set forth in Exhibit A, herein and finally as set forth in any Work Authorization.

COUNTY understands that designing, constructing or renovating buildings in an environmentally responsible manner requires a great deal of planning and innovation. LEED certification will require input and effort from COUNTY and CONSULTANT as well as other Consultants, contractors and other parties associated with the Project that are not parties to this Agreement.

COUNTY understands that the Project will be subject to the LEED-certification processes and procedures as determined by the USGBC. These procedures are outside the control of CONSULTANT, may not be uniformly implemented and may be subject to change at any time.

CONSULTANT cannot guarantee LEED certification or the actual performance of the building based on Consultant's design drawings, specifications, or resource use or consumption modeling for the Project, nor can it guarantee certain performance levels anticipated through the LEED-certification process.

Notwithstanding the preceding paragraphs, CONSULTANT shall remain responsible for submitting complete and thorough documents and materials to the USGBC in a timely manner. While the LEED certification of the Project cannot be guaranteed, the CONSULTANT shall carry out all of the responsibilities as the designer of a LEED project for the COUNTY and will continue throughout the LEED certification process including commissioning for LEED purposes. Only interference by the COUNTY or decisions made by the COUNTY shall be grounds for not obtaining LEED certification of the Project.

- 3.2 CONSULTANT and COUNTY acknowledge that the Scope of Services and any Work Authorizations issued pursuant to this Agreement do not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project or the Work Authorization. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project or work under any Work Authorization which in the CONSULTANT's determination is outside the level of effort originally anticipated, whether or not the Scope of Services or Work Authorization identifies the work items, CONSULTANT shall notify CA in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying CA, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services or Work Authorization. Notice to CA does not constitute authorization or approval by COUNTY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written COUNTY approval is at CONSULTANT's sole risk. The Scope of Services and deliverables for each of the tasks or phases for the Project are detailed in **Exhibit A**, unless otherwise specified in Work Authorization.
- 3.3. COUNTY and CONSULTANT acknowledge that **Exhibit A** is for services related to the Project, unless otherwise specified in Work Authorization. The COUNTY may elect to negotiate for additional services needed for the Project that are beyond those described in **Exhibit A**, as otherwise specified in Work Authorization. COUNTY may procure said additional services from another vendor or CONSULTANT or COUNTY may negotiate with CONSULTANT for

additional scopes of services, compensation, time of performance and other related matters at COUNTY's sole option. COUNTY shall have the right at any time to immediately terminate any negotiations with CONSULTANT for additional services at no cost to COUNTY and procure services from another source. Nothing in these provisions or this Agreement shall in any way be deemed to obligate COUNTY to procure additional services from CONSULTANT. In addition, COUNTY shall have the right, at its sole and exclusive discretion to terminate or to suspend any work on any one or more tasks or phases of service described in **Exhibit A**, unless otherwise specified in Work Authorization, or in this Agreement, from this Agreement, and to procure services from another source. In such event: (i) CONSULTANT shall be paid for services performed through the date of termination or suspension, subject to other applicable provisions hereof; and (ii) any phases or tasks not terminated or suspended by such written notice shall continue to be covered by this Agreement and CONSULTANT shall perform the services required by such phases or tasks pursuant to the terms and conditions of this Agreement.

- 3.4 **Codes/Regulations:** CONSULTANT, as it relates to the services required to be performed herein, represents and acknowledges to COUNTY that it and its subconsultants are knowledgeable as to any and all codes, rules and regulations applicable to the Project and the funding sources for the Project, including without limitation, COUNTY and local ordinances and codes, Florida laws, rules, regulations and grant requirements, and Federal laws, rules, regulations, advisory circulars and grant requirements, PFC requirements, requirements of the Americans with Disabilities Act, and requirements of the Federal Aviation Administration ("FAA"), and the Federal Transportation Security Administration (TSA) and the Florida Department of Transportation (FDOT). In the performance of services under this Agreement, CONSULTANT and its subconsultants shall comply with all such laws, codes, rules, regulations, advisory circulars and requirements now in effect and as may be amended or adopted at any time during the term of this Agreement, and shall further take into account in the performance of its services hereunder, all known or publicly announced pending changes to the foregoing. CONSULTANT and its subconsultants shall provide any and all certifications to COUNTY as to compliance with such laws, codes, rules, regulations, advisory circulars and requirements, as may be required by any governmental body, including FAA, TSA, FDOT and COUNTY agencies, or as may be requested by the Aviation Department. CONSULTANT will incorporate the provisions of this Section 3.4 without modification into all agreements with its subconsultants.
- 3.5 **Licensing:** CONSULTANT represents that it and its subconsultants are properly licensed pursuant to all applicable laws, rules and regulations to perform the scope of services.

- 3.6 **Knowledge and Skills:** CONSULTANT represents that it and its subconsultants have the knowledge and skills, either by training, experience, education, or a combination thereof, to completely and competently perform the duties, obligations, and services to be provided pursuant to this Agreement and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.
- 3.6.1 CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and professional manner, and shall cause its subconsultants to also perform their duties, obligations and services under this Agreement in a skillful and professional manner.
- 3.6.2 The quality of CONSULTANT's and its subconsultants' performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to accepted local practices and national standards.
- 3.6.3 Nothing in this Agreement shall relieve CONSULTANT of its prime and sole responsibility for the performance of the work under this Agreement. In addition to all other rights and remedies that COUNTY may have under this Agreement, CA may require CONSULTANT to correct any deficiencies which result from CONSULTANT's failure to perform in accordance with the above standards.
- 3.7 In order to avoid a duplication of effort or expense, CONSULTANT agrees to utilize any COUNTY provided information, including but not limited to, plans, specifications, information, data, reports or analyses that may be prepared or generated by other CONSULTANTS retained by COUNTY subject to CONSULTANT's independent review. In addition, COUNTY may provide any plans, specifications or any information, obtained or prepared by CONSULTANT, including, but not limited to data, reports or analyses to other CONSULTANTS retained by COUNTY or to any other party.
- 3.8 COUNTY shall have the right at any time and in its sole discretion to submit for review to consulting engineers or consulting architects or other CONSULTANTS engaged by COUNTY, any or all parts of the work performed by CONSULTANT and CONSULTANT shall cooperate fully in such review.
- 3.9 **Work Authorizations** – The Services identified in **Exhibit A**, attached hereto and made a part hereof, shall be authorized through the issuance of Work Authorizations. Such Services and the amounts identified herein have been authorized by the Commission and approved by CONSULTANT subject only to the maximum amount or lump sum amounts set forth respecting each item and the completion dates set forth in any Work Authorization. The issuance of a Work Authorization by the CA in substantially the form of **Exhibit E** shall be required

before the services may begin. Such services may be authorized by the CA, in his or her sole discretion, subject to the maximum amounts established for each item (as may be increased pursuant to the provisions hereof) and the maximum amount set forth in the Work Authorization.

- 3.9.1 Before any service is commenced pursuant to a Work Authorization, CONSULTANT shall supply the CA with a written proposal for all charges expected to be incurred for such service, which proposal shall be reviewed by the CA.
- 3.9.2 Subsequent to COUNTY issuing a Work Authorization pursuant to this article, CA will issue a Notice to Proceed for those authorized Services. CONSULTANT shall not commence such work until after receipt of the COUNTY Purchase Order and CA's Notice to Proceed.

With respect to any Maximum Not-to-Exceed Service item, if additional work is required over the amount set forth in the Work Authorization, any additional compensation must be reflected in an amendment to the Work Authorization signed by the CA and the CONSULTANT, so long as the maximum amount established pursuant to this Agreement for such item is not exceeded. In the event COUNTY does not approve an increase in the amount, and the need for such action is not the fault of CONSULTANT, the authorization shall be terminated, and CONSULTANT shall be paid in full for all work completed to that point, but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

- 3.9.3 All Work Authorizations shall contain, as a minimum, the following information and requirements:
 - 3.9.3.1 A description of the work to be undertaken, a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation. The scope of work shall contain substantially the information and in the format set forth in **Exhibit A**.
 - 3.9.3.2 A budget establishing the amount of compensation, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of COUNTY is obtained. Salary costs in effect at time of negotiation for each Work Authorization shall remain in effect throughout the life of the Work Authorization regardless of authorized Consumer Price Index (CPI) increases at time of any Amendment or CONSULTANT's annual salary increases.

- 3.9.3.3 A time established for completion of the work or services undertaken by CONSULTANT or for the submission to COUNTY of documents, reports, and other information pursuant to this Agreement.
 - 3.9.3.4 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.
 - 3.9.3.5 Work Authorizations shall be dated, serially numbered, and signed.
- 3.9.4 At the conclusion of the term of this Agreement, no further Work Authorizations shall be issued, and the CONSULTANT shall complete all services under then outstanding Work Authorizations in accordance with the schedule for completion for each then outstanding Work Authorization. Provided, however, that changes or modifications to outstanding Work Authorizations may be made in accordance with this Section 3.9, for services within the scope of any Work Authorization that is outstanding at the conclusion of the term of this Agreement.

ARTICLE 4

TIME FOR PERFORMANCE; CONTRACTOR DAMAGES; LIQUIDATED DAMAGES

- 4.1 CONSULTANT shall perform the services described in the Work Authorization within the time periods specified in the Work Authorization. Such time periods shall commence from the date of the Notice to Proceed for such services. If this Agreement and/or the Work Authorization extend beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes, as it may be amended from time to time. The Work Authorization shall not expire until the expiration of all warranty periods provided for in the construction contract(s) for the Project, unless it is terminated earlier as provided under applicable provisions of this Agreement.
- 4.2 Time of the Essence. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by any Work Authorization.
- 4.3 Prior to the commencement of any services under any Work Authorization, CONSULTANT must receive the Purchase Order with a written Notice to Proceed from the CA. Thereafter, CONSULTANT must receive a written Notice to Proceed from CA prior to beginning the performance of services in any phases or tasks under any Work Authorization. Prior to granting approval for CONSULTANT to proceed with any Work Authorization, or phase or task thereof, the CA may, at his or her sole option, require CONSULTANT to submit itemized

deliverables/documents for the CA's review. The CONSULTANT acknowledges and agrees that (1) the Project covered by this Agreement is one of several projects being administered at the Airport; (2) there must be coordination in the scheduling and implementation of all projects being administered at the Airport; and (3) in some circumstances, the commencement of certain phases or tasks associated with one or more of the projects will be tied to the completion of, or the schedules of, one or more phases or tasks of other projects. Accordingly, the CONSULTANT acknowledges and agrees that the CA may refuse to issue a Notice to Proceed with any phase or task of the Project or under a Work Authorization described by this Agreement, if such is deemed necessary in the coordination of other projects or in the implementation and scheduling of any other project. The parties acknowledge that, due to the nature and complexity of the Project, the Project Schedule may require revision based on subsequent circumstances. Therefore the Project Schedule may be revised with the prior written consent of the CA. However, the CA retains the final discretion to adjust the Project Schedule or not.

- 4.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by COUNTY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, COUNTY 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 CA promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the CA of all facts and details related to the delay. In the event that issuance of a Notice to Proceed for specific phases or tasks is delayed by the Aviation Department pursuant to Section 4.3, the CONSULTANT's time to complete services will be adjusted as appropriate, subject to CA approval.
- 4.5 If CONSULTANT is performing construction phase services, in the event the Contractor engaged for the Project fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY or if the 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, COUNTY shall grant a reasonable extension of time for completion of the services, and if appropriate, a reasonable increase in compensation. Any additional compensation will be paid in accordance with the rates, fees, and overall multipliers established by this Agreement.
- 4.6 If CONSULTANT is performing construction phase services, in the event the Contractor engaged for the Project fails to substantially complete the Project on

or before the substantial completion date specified in its agreement with COUNTY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT or by CONSULTANT's failure to perform in accordance with this Agreement, then CONSULTANT shall pay to COUNTY (or, at the election of the COUNTY, to the damaged Contractor) that portion of Contractor's claim attributable to CONSULTANT's failure. By reference hereto, the provisions of the construction contracts between the COUNTY and its Contractors pertaining to (i) computation of delay costs/damages (and any amounts included therein, whether direct or indirect) and (ii) resolution of disputes, are incorporated into this Agreement by this reference. CONSULTANT acknowledges receipt of and familiarity with such construction contract provisions and CONSULTANT accepts and agrees to perform the duties of the "CONSULTANT" or "Criteria Engineer" set forth therein, including participation in mediation when required by such construction contracts. The foregoing obligations are in addition to, independent of, and shall not be construed to limit or affect the rights and obligations of either party as set forth in Section 10.10, "INDEMNIFICATION OF COUNTY."

- 4.7 In the event CONSULTANT fails to complete the phases and tasks of services identified in any Work Authorization on or before the applicable Time for Performance, CONSULTANT shall pay to COUNTY the sum of dollars as established in each Work Authorization, for each calendar day after the specified Time for Performance, plus approved time extensions thereof, until completion of the phase or task or Work Authorization, as applicable. These amounts are not penalties but are liquidated damages to COUNTY for its inability to proceed with, and complete, the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the respective phases or tasks within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.10, INDEMNIFICATION OF COUNTY.

ARTICLE 5 COMPENSATION AND METHOD OF PAYMENT

- 5.1 AMOUNT AND METHOD OF COMPENSATION: The total cumulative amount authorized for all Work Authorizations issued under authority of this Agreement to CONSULTANT shall be Thirteen Million One Hundred Thousand Dollars (\$13,100,000) labor and Nine Hundred Thousand Dollars (\$900,000) for

reimbursables, for a total maximum not to exceed Agreement amount of Fourteen Million Dollars (\$14,000,000).

The method of compensation to be paid under each individual Work Authorization shall be pursuant to one or a combination of the following:

5.1.0 Deliverables List and Staff-Hour Calculation

Based upon the Scope of Services described in each Work Authorization, the CONSULTANT shall provide a list of drawings, reports, studies, and other design related deliverables to the CA and assigned a quantity of staff-hours to each document/task. The staff-hours and deliverables assigned to each document/task shall be approved by the CA, and are the basis for the Maximum Amount Not-To-Exceed amount for each phase or task. The Maximum Amounts Not-To-Exceed set forth in any Work Authorization, shall not be increased if the actual hours or deliverables required for any phase or task exceed that agreed to by CA and the CONSULTANT, unless any such work over and above the agreed to hours or deliverables is not due to the fault of CONSULTANT and is due to factors beyond the control of the CONSULTANT.

5.1.1 Maximum Compensation Payable to CONSULTANT.

COUNTY agrees to pay CONSULTANT as compensation for performance of all services as related to any Work Authorization required under the terms of this Agreement, Salary Costs, as described in Section 5.2, up to a maximum amount as stated in the Work Authorization and in the amounts not to exceed those stated in Exhibit F, unless as otherwise provided for herein.

- (a) The method of compensation shall be Maximum Amount Not-To-Exceed, or Lump sum as specified in the Work Authorization. For tasks or phases noted to be paid as Maximum Not-To-Exceed, CONSULTANT shall perform all services set forth for total compensation in the amount of, or less than, that stated in any Work Authorization and the total hourly rates payable by COUNTY for each of CONSULTANT's employee categories shall be shown on **Exhibit B**.
- (b) For any phase or task or service that is identified in Exhibit F Items 1 thru 4, the CA may transfer funds to any other item. Notwithstanding the foregoing, the receiving item may not be increased by an aggregate amount that is greater than the Director of Aviation's change order authority (as provided in Section

21.73(c) of the Administrative Code) unless Board approval is first obtained.

5.2 SALARY COSTS

- 5.2.1 The term Salary Costs as used in this Agreement for CONSULTANT and its subconsultants shall mean the hourly rates as shown on **Exhibit B**, attached hereto and made a part hereof, which includes fringe benefits, including, but not limited to: sick leave, vacation, holiday, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, and medical and insurance benefits. Such salary costs shall be paid to all personnel engaged directly on the Project including, but not limited to, principals, architects, engineers, draftspersons, CAD operators, administrators, and clerks. Said Salary Costs are to be used only for time directly attributable to the Project or the work and services described in a Work Authorization, as applicable. Total costs comprising the overhead and fringe benefit factors be consistent with the Federal Acquisition Regulation (FAR) Guidelines for Cost & Pricing Data. A detailed breakdown of these costs shall be kept current and readily accessible to COUNTY. The breakdown of overhead and fringe benefit factors shall be certified by an independent Certified Public Accountant (not an employee of CONSULTANT); provided however, subconsultants of the CONSULTANT may be exempted from this requirement upon application to, and written approval by, the COUNTY Auditor. Said certification shall be dated within ninety (90) calendar days after CONSULTANT's just completed fiscal year. CONSULTANT certifies that the rates and multipliers are consistent with the Federal Acquisition Regulation (FAR) Guidelines for Cost & Pricing Data.
- 5.2.2 CONSULTANT acknowledges and agrees that (i) the record keeping and audit requirements in this Agreement shall be required in all subconsultant agreements, (ii) the rates in **Exhibit B** for subconsultants are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on **Exhibit B** for any subconsultant, the COUNTY shall make payment to CONSULTANT for any such subconsultant's work based on the actual costs determined by the audit; (iii) the overhead and fringes costs for all subconsultants are to be computed in compliance with FAR standards, (iv) prior to issuance of any Notice to Proceed or Work Authorization, a Statement of Direct Labor, Fringe Benefits & Overhead supporting the billing rates shall be submitted by CONSULTANT, (v) a Project Cost Summary by Staff Classification shall be submitted by CONSULTANT in advance of each Notice to Proceed and Work Authorization and significant changes in the staff

classifications assigned from those proposed must be approved in writing by the CA in advance. The multiplier shall never exceed 2.90 for the life of this agreement.

5.2.3 CONSULTANT certifies as of the date of this Agreement that all rates and multipliers set forth herein are within an acceptable range (reflective of inflationary factors) as those rates and multipliers in other contracts that CONSULTANT has either with the COUNTY or as a subconsultant under a COUNTY contract.

5.2.4 The rates shown on **Exhibit B** may be subject to change annually beginning on the first anniversary of the contract execution date and on each contract year thereafter, upon written request by the CONSULTANT and approval at the sole discretion of the CA. The CA may deny an increase if the COUNTY has not negotiated any payroll increases for COUNTY staff, or if the Vendor Evaluations reflect poor performance on the Agreement. The change in the cost of living shall be determined from the Miami – Ft. Lauderdale Average for Urban Wage Earners and Clerical Workers as published monthly by the Bureau of Labor Statistics. Any change in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI previous period shall mean for the same month of the prior year. CONSULTANT shall provide any and all documentation including but not limited to the CPI table for the month of the year prior through the current month of the request, as well as Excel spreadsheet showing mathematically derived revised rates. In any event, the maximum hourly rate for any position on **Exhibit B** shall not exceed \$285.06/hour during the entire term of this Agreement.

5.2.5 If the method of compensation between COUNTY and CONSULTANT is a Maximum Amount Not-To-Exceed and CONSULTANT has "Lump Sum" agreements with any subconsultant, then CONSULTANT shall bill all "Lump Sum" subconsultant fees as Salary Costs with no "markup." CONSULTANT shall bill all other subconsultant fees using the employee categories for Salary Costs on **Exhibit B** and reimbursables defined in Section 5.3. All subconsultant reimbursables shall be billed in the actual amount paid by CONSULTANT. Subconsultant Salary Costs shall be billed to COUNTY in the actual amount paid by CONSULTANT.

5.3 REIMBURSABLES

5.3.1 In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses up to the maximum amount set forth in Section 5.1.1 that are directly attributable to the services to be performed under this Agreement ("Reimbursables") will be charged at actual cost,

shall be in accordance with **Attachment III**, and shall be limited to the following:

- (a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses from locations inside the Dade-Broward-Palm Beach County area to locations inside the Dade-Broward-Palm Beach County area will not be reimbursed. Transportation expenses to locations outside the Dade-Broward-Palm Beach County area or from locations outside the Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the CA.
- (b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel, subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the Tri-County area (Dade-Broward-Palm Beach County) will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive calendar days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn. Reimbursables covered hereby must have the written approval of the CA prior to payment of same.
- (c) Identifiable communication expenses approved by CA, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices and the COUNTY. The CONSULTANT's field office at the Project site is not considered a permanent office. Reimbursables covered hereby must have the written approval of the CA prior to payment of same.
- (d) Cost of printing, reproduction or photography which is required by or of CONSULTANT to deliver services set forth in this Agreement. Reimbursables covered hereby must have the written approval of the CA prior to payment of same.
- (e) Identifiable geotechnical investigations, utility locations and testing costs pre-authorized in writing by CA.
- (f) Permit fees paid to regulatory agencies for approvals directly attributable to the Project, pre-authorized in writing by the CA.

These permit fees do not include those permits required for the construction contractor.

- (g) The Reimbursables listed on **Exhibit D**, attached hereto and made a part hereof. Reimbursables described by **Exhibit D** hereby must have the written approval of the CA as specified in **Exhibit D**.
- (h) Any other reimbursables identified as such in a Work Authorization, which must have the written approval of the CA, as specified in the Work Authorization.

5.3.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses.

5.3.3 A detailed statement of expenses must accompany any request for reimbursement. Expenses other than automobile travel must be documented by originals of paid receipts, or other evidence of payment acceptable to the CA.

5.3.4 It is acknowledged and agreed by CONSULTANT that the dollar limitation for reimbursables set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, COUNTY's obligation to reimburse CONSULTANT for reimbursables, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If COUNTY or CA requests CONSULTANT to incur expenses not contemplated in the amount for reimbursables, CONSULTANT shall notify CA in writing before incurring such expenses. Any such expenses shall be reviewed and approved by COUNTY prior to incurring such expenses.

5.3.5 Any expense amounts identified on **Exhibit D** may be transferred to any other Reimbursable item by the CA. Notwithstanding the foregoing, the receiving category may not be increased by an aggregate amount that is greater than the Director of Aviation's change order authority (as provided in Section 21.73(c) of the Administrative Code) unless Board approval is first obtained.

5.4 METHOD OF BILLING

5.4.0 When requesting payment, CONSULTANT shall submit the following forms completely and properly filled-out: Application and Certificate of Payment **Exhibit I**; Prime Consultant Payment Request - Schedules of Values, **Exhibit J**; Subconsultant Payment Requests - Schedule of

Values, **Exhibit K**; Travel Authorization Request Form; **Exhibit L**; Weekly Timesheets, copy of Notice to Proceed, copy of Purchase Order, and the CBE Performance Report, **Exhibit C-3**. Pay requests shall be made once a month, in a timely manner, for all services provided pursuant to the Schedule of Values and Hourly Rates attached hereto as **Exhibit B**. Requests for payment shall be submitted only after the service has been completed and acceptable deliverables, as determined by COUNTY, are provided. Requests shall indicate the nature of the services performed and the unit prices, hourly rates or both and total hours of services performed. Billings based on hourly rates shall be supported by timesheets signed by the employees. Weekly Timesheet, **Exhibit L**, shall be submitted with each request. The timesheets shall indicate the nature of the services or task, number of hours worked and meal breaks. Meal breaks and travel time to and from the jobsite are not billable. Billings shall also indicate the amount of CBE participation for the billing period. Subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the services and contain a project or item number and project title which clearly indicates the services are identifiable to the Notice to proceed. COUNTY will not accept subsequent additions or modifications to the language identifying the project on the invoice or receipt by the CONSULTANT.

- 5.4.1 The CONSULTANT shall submit monthly pay requests in a format designated by CA and approved by the appropriate COUNTY offices. Exhibits, Weekly Timesheets, Certificate of Payment, Schedule of Values, and Monthly Reports, may be required to include a submittal of an electronic copy using software specified by the CA and as approved by the appropriate COUNTY offices, as well as the number of hard copies required by the CA. If required by the CA, all costs must be classified and sorted based on the work breakdown structure (WBS) (i.e., cost accounting) provided by the CA. When requested, CONSULTANT shall provide detailed backup for past and current pay requests that record actual hours, unit prices, Salary Costs and expense costs on an item basis and by employee category so that total hours and costs by item may be verified. These records must be made available to the CA upon request. For each pay request, the CONSULTANT shall submit an original pay request and at least two copies (with all back-up) to the CA. When requested, CONSULTANT shall submit certified payroll records for past and current pay requests.
- 5.4.2 Billings shall also indicate the cumulative amount of CBE participation for the period covered by the billing as well as the cumulative amount to date, CONSULTANT shall also submit with each invoice a Certification of Payments to subconsultants and suppliers, using the form attached as

Exhibit C-2 for all subconsultants, including CBE and non-CBE. The certification shall be accompanied by a copy of the notification sent to each subconsultant and supplier listed in item 2 of the form, explaining the good cause why payment has not been made. In addition, the CONSULTANT shall submit with each pay request **Exhibit C-3**, "MONTHLY CBE Utilization Report,"; However, if not invoicing monthly, the Utilization Report must be submitted monthly to the Office of Economic and Small Business Development, 115 South Andrews Avenue, Room A680, with copy to Project Manager; and shall submit with the final pay requests, **Exhibit C-4**, "Final CBE Utilization Report," listing only those subconsultants certified as CBE's to show expenditures made to date to achieve compliance with the assigned goals.

- 5.4.3 All Applications for payment shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number and project title which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by the 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.

5.5 METHOD OF PAYMENT

- 5.5.1 COUNTY shall pay CONSULTANT within twenty-five (25) business days from receipt of CONSULTANT's proper invoice, as required by COUNTY's Prompt Payment Ordinance (Section 1-51.6, Broward County Code of Ordinances, as it may be amended), ninety percent (90%) of the total fees shown to be due on such statement. When the services to be performed on any phase or task of the Project or Work Authorization are fifty percent (50%) complete and upon written request by CONSULTANT, the CA shall authorize that subsequent payments for each such phase or task shall be increased to ninety-five percent (95%) of the total fees shown to be due on subsequent statements, unless the COUNTY has a good faith dispute regarding the work performed. No amount shall be withheld from payments for Reimbursables or for services performed during the construction phase. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. In addition to the foregoing, upon written request from the CONSULTANT, the CA may authorize release of retainage to a particular subconsultant when the work of that subconsultant is satisfactorily completed. Any reduction in subconsultant retainage shall be at the sole discretion of the CA.

- 5.5.2 Upon CONSULTANT's satisfactory completion of each Work Authorization and receipt of all documentation, including deliverables to include record drawings, retainage shall be released and project closed out by CA.
- 5.5.3 Notwithstanding any provision of this Agreement to the contrary, the CONSULTANT shall not be entitled to payment of any statement unless the CA is satisfied that the statement reflects a level of effort and stage of completion of the respective deliverables that is in accordance with the schedules previously agreed to by the CONSULTANT and the CA, as set forth in **Exhibit A**, or in a Work Authorization.
- 5.5.4 Notwithstanding the foregoing, no payments shall be made for phases or tasks generally referred to as "Permitted Contract Documents," until the permits associated with each such phase or task have been issued by all regulatory agencies with permitting jurisdiction of same. CONSULTANT is responsible for submittal of all drawings to permitting agency. COUNTY will pay for first review process. Any additional reviews due to changes to the project drawings or project manual or other supporting document made necessary by jurisdictional reviews or errors or omissions shall be made by CONSULTANT (and pertinent Subconsultant) at no additional cost to COUNTY.

In the event COUNTY elects not to obtain permits for any of the Permitted Contract Documents phase(s) or task(s), through no fault of CONSULTANT, then COUNTY shall pay CONSULTANT the portion of fees earned for such Permitted Contract Documents phase(s) or task(s) in relation to the percentage of the work completed, not to exceed seventy-five percent (75%) of the maximum amount not to exceed fee for each such phase or task.

- 5.5.5 Payment will be made to CONSULTANT at:

Gresham, Smith and Partners
PO Box 440029
Nashville, TN 37244-0029

- 5.5.6 CONSULTANT shall pay its subconsultants and suppliers within ten (10) calendar days following receipt of payment from the COUNTY for such subconsultants work or supplies. CONSULTANT agrees that if it withholds an amount as retainage from its subconsultants or suppliers, that it will release such retainage and pay same within ten (10) calendar days following receipt of payment of retained amounts from COUNTY.

- 5.5.7 CONSULTANT agrees that nonpayment of any of its subconsultants or suppliers as required by Subsection 5.5.6 shall be a material breach of this Agreement and that COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums' due to such subconsultants or suppliers. CONSULTANT agrees that the presence of a "pay when paid" provision in a subconsultant contract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONSULTANT demonstrates that failure to pay results from a bonafide dispute with its subconsultant or supplier.
- 5.5.8 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT or failure to comply with this Agreement. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to CA, payment may be made. The amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 6.1 COUNTY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment executed prior to any deviation from the terms of this Agreement including the initiation of any additional services.
- 6.2 Costs of additional services identified by the CA during the life of this agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional services authorized by the CA shall include a required completion for CONSULTANT's performance of those additional services.
- 6.3 In the event a dispute between the CA and CONSULTANT shall arise over whether requested services constitute basic services within the Scope of service within Exhibit A, unless otherwise specified in Work Authorization, and such dispute cannot be resolved by the CA and CONSULTANT, such dispute shall be presented to the Aviation Director for resolution. In the event the CONSULTANT

does not agree with the Aviation Director's decision, the CONSULTANT shall file a written complaint with the County Administrator, in writing, within seven (7) calendar days from the date of the Aviation Director's decision. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

- 6.4 Each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value, or Fifty Thousand Dollars (\$50,000.00), whichever is less, shall be reviewed by COUNTY for opportunities to include or increase CBE participation. CONSULTANT shall demonstrate good faith efforts to include CBE participation in change order work and shall report such efforts to the Broward County Office of Economic and Small Business Development.

ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 COUNTY shall assist CONSULTANT by placing at CONSULTANT's disposal all information COUNTY has available that is pertinent to the Project including previous reports and any other data relative to design or construction of the Project. It is understood and agreed that COUNTY, in making reports, site information and documents available to the CONSULTANT is in no way certifying as to the accuracy or completeness of such data, including any information provided in the COUNTY's Request for Letters of Interest, RLI # R0900601R1 and any supporting documentation included therein. Any conclusions or assumptions drawn through examination thereof shall be the sole responsibility of the CONSULTANT and subject to whatever measure it deems necessary to final verification essential to its performance under this Agreement.
- 7.2 COUNTY 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.
- 7.3 COUNTY shall review the deliverables/documents identified in **Exhibit A** or in a Work Authorization and respond in writing with any comment within the time set forth on the approved Project Schedule.
- 7.4 COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 8 – EEO AND CBE COMPLIANCE

8.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

- 8.1.1 CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or National origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, or physical or mental disability if qualified. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 8.1.2 The CONSULTANT shall also require that any contractor selected to perform work on a COUNTY project include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project funded from sources as defined in 44 CFR Section 26.3 shall comply with the requirements of 49 C.F.R. Parts 23 and 26, as amended and as applicable. The subconsultants or subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the COUNTY deems appropriate.
- 8.1.3 CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

- 8.1.4 CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 8.1.5 CONSULTANT shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.
- 8.1.6 By execution of this Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CONSULTANT all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

8.2 CBE COMPLIANCE

- 8.2.1 The CBE Program, which is implemented under the County Business Enterprise Act of 2009 (Broward County Ordinance No. 2009-40, as may be amended from time to time), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. In completing this Project, CONSULTANT agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Agreement. Failure by CONSULTANT to carry out any of the CBE Program requirements shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy available under this Agreement, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies being cumulative. CONSULTANT acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Economic and Small Business Development, (OESBD) may make minor administrative modifications to the CBE

Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONSULTANT and shall include a deadline for CONSULTANT to notify COUNTY if CONSULTANT concludes that the modification exceeds the authority of this section of this Agreement. Failure of CONSULTANT to timely notify COUNTY of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by CONSULTANT.

The COUNTY, acting by and through its OESBD, shall have the right to review each proposed amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders increases the initial Agreement price by ten percent (10%) or Fifty Thousand Dollars (\$50,000) whichever is less, for opportunities to include or increase the participation of CBE firms already involved in this Agreement. CONSULTANT shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to OESBD.

- 8.2.2 COUNTY and CONSULTANT agree that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. CONSULTANT understands that each CBE firm utilized on the Project to meet the participation goal must be certified by OESBD. In an effort to assist COUNTY in achieving its established goal for this Project, CONSULTANT agrees to meet the following CBE participation commitment by utilizing the CBE firms for the work and dollar values described in Subsection 8.2.3:

Total Committed CBE Participation	20%
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CONSULTANT may not terminate for convenience a certified CBE listed as a subcontractor in the CONSULTANT'S bid or offer without the COUNTY's prior written consent, which consent shall not be unreasonable withheld. CONSULTANT shall inform COUNTY 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 the OESBD may review and verify the good faith efforts of CONSULTANT to substitute the CBE firm with another CBE firm. Whenever a certified CBE subcontractor is terminated for any reason, including for cause, CONSULTANT shall make good faith efforts to find another certified CBE firm to perform the work required of the original CBE firm.

- 8.2.3 In performing services for this Project, COUNTY and CONSULTANT hereby incorporate CONSULTANT's participating CBE firms, addresses, scope of work, and dollar value identified on the Schedule of CBE Participation into this Agreement (Exhibit "C"). Upon execution of this Agreement by COUNTY, CONSULTANT shall enter into a formal contract with the CBE firms CONSULTANT selected to fulfill the CBE participation goal for this Agreement and agrees to provide copies of its contracts with such firms to the CA and the Broward County OESBD upon request. CONSULTANT shall not terminate a CBE firm listed on the Schedule of Participation with or without cause unless CONSULTANT has received COUNTY's prior written consent. CONSULTANT understands that each replacement CBE firm utilized on the Project to meet the participation goal must also be certified by the Broward County OESBD.
- 8.2.4 CONSULTANT shall allow COUNTY to engage in on-site reviews to monitor CONSULTANT's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the OESBD in conjunction with the CA. COUNTY shall have access, without limitation, to CONSULTANT's books and records, including payroll records, tax returns and records, and books of account, on five (5) business day notice, to allow COUNTY to determine CONSULTANT's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Agreement.
- 8.2.5 CONSULTANT understands that it is the responsibility of the CA and the Broward County OESBD to monitor compliance with the CBE requirements. In that regard, CONSULTANT agrees to furnish monthly reports regarding compliance with its CBE obligations to the CA with its partial pay requests under Section 5.4 of this Agreement, which report shall, as a minimum, include all expenditures made to achieve compliance with its assigned goal or other contractual conditions agreed to by CONSULTANT, the name and business address of each CBE firm participating in this Agreement; a description of the work performed or product or service supplied by each CBE firm; the date and amount of each expenditure; and any other information requested by COUNTY's representative which may assist COUNTY in determining CONSULTANT's compliance with its contractual obligations, or which may assist in the implementation and enforcement of the Act. The submission of the report required by this subsection shall be a condition of payment to CONSULTANT. The monthly reports shall be submitted on a form which may be obtained at the OESBD. The first report shall be due at the end of the first month of this Agreement.

- 8.2.6 In the event of CONSULTANT's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of CONSULTANT:
- 8.2.6.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with CONSULTANT.
 - 8.2.6.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by CONSULTANT, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between CONSULTANT and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceeding.
 - 8.2.6.3 Nothing under this Subsection 8.2.6 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Agreement.
- 8.2.7 CONSULTANT agrees that nonpayment of a CBE subconsultant, subcontractor or supplier as required by Section 5.5.6 of this Agreement shall be a material breach of this Agreement and that COUNTY's CA may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums due to such subconsultant, subcontractors or suppliers. CONSULTANT agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Subsection 8.2.7 shall not be employed when CONSULTANT demonstrates that failure to pay results from a bona fide dispute with its CBE subconsultant, subcontractor or supplier.
- 8.2.8 If CONSULTANT fails to comply with the requirements of this Agreement or the requirements of the COUNTY Business Enterprise Act of 2009, COUNTY shall have the right to exercise any administrative remedies provided by the Business Opportunity Act of 2004, or any other right or remedy provided in this Agreement or under applicable law, with all such rights and remedies being cumulative.

ARTICLE 9 - INSURANCE

- 9.1 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in below in accordance with the terms and conditions required by this Article.
- 9.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement.
- 9.3 Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect COUNTY by naming Broward County as additional insureds under the Comprehensive General or Commercial Liability and Excess Liability (if excess liability coverage is applicable) Insurance policy/policies hereinafter described.
- 9.3.1 Professional Liability Insurance shall be provided with the limits of liability provided by such policy to be no less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, with a maximum deductible of Two Hundred Thousand Dollars (\$200,000.00). Deductible must be indicated on CONSULTANT's Certificate of Insurance.

Every three months, during the term of this Agreement, the CONSULTANT shall provide the COUNTY a list of all claims filed or made against the Professional Liability Insurance Policy, if any.

CONSULTANT shall maintain the claims made from coverage continuously in force for a minimum of three (3) years following the Completion Date of this Agreement and shall annually provide Broward COUNTY with evidence of renewal coverage. CONSULTANT shall be responsible to pay for all deductibles.

- 9.3.2 Workers' Compensation Insurance shall be provided to apply for all employees in compliance with Chapter 440, Florida Statutes, as amended, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with a limit of a minimum of Five Hundred Thousand Dollars (\$500,000.00) for each accident. Note: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.
- 9.3.3 Comprehensive General or Commercial Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more

restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.

Independent Contractors.

Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific Agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

CONSULTANT shall be responsible to pay for all deductibles.

- 9.3.4 Business Automobile Liability Insurance shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence for non airside and Five Million Dollars (\$5,000,000.00) per occurrence for airside driving, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles, if applicable.

Hired and non-owned vehicles. If applicable

Employers' non-ownership. If applicable

CONSULTANT shall be responsible to pay for all deductibles.

- 9.3.5 Environmental Pollution Liability, for geotechnical engineering and environmental testing and other trades as necessary, which includes clean up costs and Environmental Impairment Liability insurance coverages in the minimum amount of Two Million Dollars (\$2,000,000) per claim, subject to a maximum deductible of Two Hundred Thousand Dollars (\$200,000) per claim. Such policy shall include a Two Million Dollars (\$2,000,000) annual policy aggregate and name Broward County as additional insured. CONSULTANT or its Subcontractors/Subconsultants are responsible for all deductibles in the event of a claim.

- 9.4 CONSULTANT shall provide to COUNTY certificate(s) of insurance for all insurance policies required by this Article including any subsection there under. COUNTY reserves the right to require a certified copy of such policies be provided to the COUNTY upon request. All certificates and endorsements required herein shall state that COUNTY shall be given at least thirty (30) calendar day notice prior to expiration, cancellation or restriction of the policy. If

any of the insurance coverages will expire prior to the completion of the work, copies of renewal certificates shall be furnished at least thirty (30) days prior to the date of their expiration. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the acceptance of the Project by the COUNTY.

- 9.5 In the event CONSULTANT elects to enter in an agreement with a subconsultant to perform work/activities for the Project referenced herein, CONSULTANT agrees to include in its contract with the successful subconsultant the requirements set forth above in favor of COUNTY. The CONSULTANT further agrees to provide COUNTY, prior to commencement of any activities, Certificates of Insurance evidencing subconsultant compliance with the requirements of this section.
- 9.6 Right to revise or reject: Broward COUNTY's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

ARTICLE 10 MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement are and shall become the property of COUNTY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to COUNTY in the requested form or format within seven (7) calendar days of the earlier to occur of: (i) written request from the CA, or (ii) the termination of this Agreement by either party.

10.1.1 If any funding for this Agreement is provided by the Federal Aviation Administration (FAA) or any other federal agency, then all rights to inventions and materials generated under this contract are subject to regulations issued by the FAA or any such other federal agency, and the sponsor of any grant under which this contract is executed. Information regarding these rights is available from the FAA and the sponsor.

10.1.2 COUNTY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Section.

10.1.3 Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by the CONSULTANT and its subconsultants, the costs of which have been reimbursed to the CONSULTANT as a direct cost, shall be turned over to the COUNTY at completion or earlier termination of this Agreement, or disposed of as directed by the CA, and the proceeds of any such disposal shall be credited to, or paid to, the COUNTY.

10.2 TERMINATION

10.2.1 This Agreement may be terminated for cause by action of Board or by CONSULTANT if the party in breach has not corrected the breach within five (5) calendar days written notice from the aggrieved party identifying the breach, or for convenience by action of Board upon not less than fourteen (14) calendar days written notice by the CA. This Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate under the circumstances in the event County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

10.2.2 Termination of this Agreement for cause shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills, invoices, or pay applications, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Project, notwithstanding whether any such breach was previously waived or cured.

10.2.3 The Agreement may also be terminated for cause if the CONSULTANT is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the CONSULTANT provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.

10.2.4 Notice of termination shall be provided in accordance with the NOTICES section of this Agreement except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be

promptly confirmed in writing in accordance with the NOTICES section of this Agreement.

- 10.2.5 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 10.1 of this Agreement are provided to COUNTY. Upon being notified of COUNTY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall COUNTY make payment of profit for services which have not been performed. CONSULTANT acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by COUNTY, the receipt and adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for COUNTY's right to terminate this Agreement for convenience.
- 10.2.6 In addition, COUNTY shall have the right, at its sole and exclusive discretion and upon seven (7) calendar day notice in writing, to terminate any one or more phases or tasks described in **Exhibit A**, from this Agreement or a Work Authorization, or any phases or tasks described in a Work Authorization, and to procure services for such phases or tasks from another source. In such event: (i) CONSULTANT shall be paid for services performed through the date of termination (including all Reimbursables then due or incurred to termination date); and (ii) any phases or tasks not terminated by such written notice shall continue to be covered by this Agreement and CONSULTANT shall perform the services required by such phases and tasks pursuant to the terms and conditions hereof. However, CONSULTANT shall refrain from performing further services or incurring any additional expenses under any terminated phases and tasks.
- 10.2.7 If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes, as it may be amended.
- 10.2.8 In the event of any termination or suspension (whether a termination or suspension of the entire Agreement or any portion of the Agreement) CONSULTANT shall deliver all documents and records, including without limitation, all data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT only in connection with the terminated or suspended services or this Agreement (in whatever state they may be in at the date of termination) to the COUNTY within

seven (7) calendar days following receipt of the written notice of termination. Any compensation due CONSULTANT shall be withheld until all documents and records are received by COUNTY as provided herein.

10.2.9 This Agreement may also be terminated by the Board:

- 10.2.9.1 Upon the disqualification by COUNTY's Director of OESBD of CONSULTANT as a CBE if CONSULTANT's status as CBE was a factor in the award of this Agreement and such status was misrepresented by CONSULTANT;
- 10.2.9.2 Upon the disqualification by COUNTY's Director of OESBD of CONSULTANT if CONSULTANT obtained this Agreement or attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement;
- 10.2.9.3 Upon the disqualification by COUNTY's Director of OESBD of one or more of CONSULTANT's CBE participants if any such participant's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by CONSULTANT or such participant;
- 10.2.9.4 Upon the disqualification by COUNTY's Director of OESBD of one or more of CONSULTANT's CBE participants if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement;
- 10.2.9.5 If CONSULTANT is determined by COUNTY's Director of OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant. If so determined, CONSULTANT shall not be awarded CBE participation credit.

10.3 SUSPENSION

COUNTY shall have the right to suspend the Work and the services of CONSULTANT. COUNTY suspension will be by written notice to CONSULTANT from CA. CONSULTANT shall, upon receipt of written notice from the CA, remove all equipment and personnel from the work area, or as otherwise directed in the written notice. CONSULTANT will return to the work and continue the performance of the Scope of Services under this agreement upon written NTP from the CA.

10.4 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CONSULTANT and its subconsultants that are related to the Project and this Agreement. CONSULTANT shall keep such books, records and accounts and shall require any and all subconsultants to keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the Project and this Agreement, including without limitation, entries as to personnel hours charged to the Project and any Work Authorization and any expenses for which CONSULTANT expects to be reimbursed. All books, records and accounts of CONSULTANT and its subconsultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT and its subconsultants shall make same available at no cost to COUNTY in written form. Incomplete or incorrect entries in such books and records and accounts will be grounds for COUNTY's disallowance and recovery of any fees or expenses based upon such entries.

CONSULTANT and its subconsultants shall preserve and make available, at reasonable times for examination and audit by COUNTY, all books, records and accounts relating to the Project and this Agreement, including without limitation, financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement or the Project, all of which shall be preserved for the required Retention Period (as hereinafter defined). Such records shall be accessible on a Project by Project basis and different Projects shall not be comingled upon production of records for an audit review. The Retention Period is defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), or if any audit has been initiated and audit findings have not been resolved at the end of such period, the books, records and accounts shall be retained until resolution of the audit findings, or (ii) for a period of three (3) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the books, records and accounts shall be retained until resolution of the audit findings, or (iii) if this Project is subject to Florida Department of Transportation grants, for a period of five (5) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the five years, the books, records and accounts shall be retained until resolution of the audit findings. CONSULTANT shall comply with all requirements of the Florida Public Records Act; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT.

10.5 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CONSULTANT or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, subconsultant or CONSULTANT under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime 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.

10.6 NO CONTINGENT FEE

CONSULTANT warrants that it has not employed or retained any company or person, 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, company, corporation, individual or firm, 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. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.7 SUBCONSULTANTS

10.7.1 CONSULTANT shall utilize the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services for the Project. The list of subconsultants submitted is set forth on **Exhibit C** and the Salary Costs are set forth on **Exhibit B**. CONSULTANT shall obtain written approval of CA prior to changing or modifying the list of

subconsultants submitted by CONSULTANT. CONSULTANT shall obtain written approval from the Broward County OESBD prior to changing any CBE subconsultant. If subconsultant is a CBE, then in addition, the approval of Broward County OESBD will be required prior to adding, deleting or substituting any CBE. Where CONSULTANT's failure to use a subconsultant results in CONSULTANT's noncompliance with CBE participation goals, such failure shall entitle the affected CBE subconsultant to damages available under local and state law.

10.7.2 Pay applications which include billing for any services performed by any subconsultants shall be passed through to COUNTY without additional charge by the CONSULTANT. All such work shall be itemized on invoices, approved by CONSULTANT, from such subconsultants, showing work performed and charges incurred.

10.7.3 CONSULTANT shall cause subconsultants to submit a completed **Exhibit B**, in the form attached hereto, detailing such rates for authorization prior to utilizing such subconsultant. Should any subconsultant fail to submit a completed **Exhibit B**, in the form attached hereto, or fail to submit a properly completed **Exhibit B**, as determined by the County Auditor, the CONSULTANT shall notify the OESBD of any such event, and until the failure is cured the CONSULTANT may withhold payment of any sums due the subconsultant. In addition, the CONSULTANT may make written request to the CA (with a copy to the County Auditor and the OESBD) to replace such subconsultant with a subconsultant that is in compliance with the provisions hereof. If the CA approves any change or modification of subconsultants pursuant to Section 10.7.1, then appropriate and applicable Exhibits shall be updated accordingly and attached to this Agreement by the CA.

10.7.4 CONSULTANT shall bind 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. CONSULTANT shall be responsible for recommending to the Broward County Risk Management Division the insurance coverages it will require of each of its subconsultants, after taking into consideration the services to be provided by each of its subconsultants. The Broward County Risk Management Division may either (i) accept the recommendation(s) of the CONSULTANT or (ii) require any coverages that the Risk Management Division determines are necessary to protect the COUNTY's interests. CONSULTANT shall require the proper licensing of each of its subconsultants and shall provide the insurance coverage's as finally determined in the sole discretion of the Risk Management Division.

10.7.5 If any of the services outlined in this Agreement are furnished by CONSULTANT by obtaining the services of subconsultants, CONSULTANT shall provide COUNTY with proposals and contracts between the subconsultants and CONSULTANT outlining the services to be performed and the charges for same, together with any other documentation as and when required by the CA.

10.8 CONSULTANT CERTIFICATION

The CONSULTANT hereby certifies that this Agreement is made in good faith, and without fraud, collusion of any kind with any other CONSULTANT for the same work, and that the CONSULTANT is acting solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

10.9 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without prior approval of the Board. CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.7.

10.10 INDEMNIFICATION OF COUNTY

CONSULTANT shall indemnify and hold harmless COUNTY, its 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, and other persons employed or utilized by CONSULTANT in the performance of this Agreement. To the extent considered necessary by CA and County Attorney, any sums due CONSULTANT under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

10.11 REPRESENTATIVE OF COUNTY AND CONSULTANT

10.11.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The CA, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more COUNTY's employees, or both, to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

10.11.2 CONSULTANT shall inform the CA in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

10.12 NO CONFLICTS

10.12.1 The employees and officers of CONSULTANT, its subconsultants, and the subsidiaries of CONSULTANT and its subconsultants shall not, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she or CONSULTANT is not a party. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

10.12.2 CONSULTANT, its subconsultants, and the subsidiaries, officers, and personnel of CONSULTANT and its subconsultants shall not acquire any interest in any parcel of land or improvement thereon located within the Airport boundaries, as described in the Master Plan Update, including such additional property that may need to be acquired to implement the development described in the Master Plan Update.

10.12.3 CONSULTANT, its subconsultants, and the subsidiaries, officers and personnel of CONSULTANT and its subconsultants shall not perform consulting work or provide services that would in any way be in conflict with the Project or detrimental to the Project, or for any municipality, developer, tenant or landowner developing or having property within the Airport boundaries, as described in the Master Plan Update, including such additional property that may need to be acquired to implement the development described in the Master Plan Update. At least ten (10) calendar days prior to undertaking any such work the CONSULTANT shall provide the CA with a written description of the contemplated work and the CA shall promptly advise as to whether such work would be detrimental to the Project or in conflict therewith.

10.12.4 CONSULTANT, its subconsultants, and the subsidiaries, officers, and personnel of CONSULTANT and its subconsultants shall not have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with such

party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

- 10.12.5 In the event CONSULTANT is permitted pursuant to this Agreement to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to require such subconsultants, by written contract, to comply with the provisions of this section.

10.13 ALL PRIOR AGREEMENTS SUPERSEDED / AMENDMENTS

- 10.13.1 This document incorporates and includes and supersedes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and represents the final and complete understanding of the parties. The parties agree that there is no commitment, agreement or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement whether oral or written.

- 10.13.2 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in a written document prepared with the same or similar formality as this Agreement and executed by the parties hereto.

10.14 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by overnight courier with delivery confirmation, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR BROWARD COUNTY:

Director of Aviation
Broward County Aviation Department
100 Aviation Boulevard
Fort Lauderdale, FL 33315

With a copy to:

Marc Gambrill, Director, Capital Improvement Program

Contract Administrator
Broward County Aviation Department
100 Aviation Boulevard
Fort Lauderdale, FL 33315

FOR CONSULTANT:

Jay Wohlgemuth
Project Manager
Gresham Smith and Partners
6030 Hollywood Blvd, Suite 200
Hollywood, Florida 3024

10.15 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which COUNTY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.16 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" 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 of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.17 CONSULTANT'S STAFF

CONSULTANT will provide the key and core staff identified on **Exhibit B-1** for the Project as long as said key and core staff are in CONSULTANT's employment.

Prior to changing any key staff set forth on **Exhibit B-1** CONSULTANT shall provide CA with such information as necessary to determine the suitability of proposed new key staff. The CA will be reasonable in evaluating the qualifications of any proposed key staff. The key employees will not be changed, removed, or replaced, by the CONSULTANT, without the prior written approval of the Director of the Aviation Department as recommended by the CA. The CONSULTANT must provide written notice to the CA of Core staff changes, and provide the qualifications, of any substituted Core staff prior to any said substituted staff performing services on the Project.

If CA desires to request removal of any of CONSULTANT's staff, the CA shall first meet with CONSULTANT and provide reasonable justification for said removal.

10.18 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by CONSULTANT shall serve as CONSULTANT's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code and will continue to maintain same during the term of this Agreement.

10.19 INDEPENDENT CONTRACTOR; THIRD PARTY BENEFICIARIES; NO JOINT RELATIONSHIP

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of COUNTY. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees or agents of the COUNTY.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Neither CONSULTANT nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or a claim against either of them based upon this Agreement.

This Agreement shall not constitute or make the parties a partnership or joint venture or create any other joint relationship. COUNTY does not extend to CONSULTANT or CONSULTANT's agents any authority of any kind to bind COUNTY in any respect whatsoever.

10.20 INCORPORATION BY REFERENCE

The truth and accuracy of each whereas clause set forth above is acknowledged by the parties. The attached **Exhibit A through Exhibit L**, and **Attachments I, II, III and IV** are incorporated into and made a part of this Agreement by this reference. In the event of conflict between the terms contained in this Agreement and the terms contained in any of the documents attached or incorporated herein, the terms of this Agreement shall control and shall be given full effect.

10.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

10.22 COMPLIANCE WITH LAWS

Throughout the term of this Agreement, the CONSULTANT shall keep fully informed of all federal, state, COUNTY and local laws, ordinances, codes, rules, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work authorized under the terms of this Agreement, and shall further take into account all known pending changes to the foregoing. The CONSULTANT shall at all times observe and comply with all such laws, ordinances, codes, rules, regulations, orders, and decrees in performing its duties, responsibilities, and obligations related to this Agreement.

10.23 AGREEMENT SEVERABLE; WAIVER OF BREACH AND MATERIALITY

10.23.1 In the event this Agreement or a portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, unless COUNTY or CONSULTANT elects to terminate this Agreement. Any election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

10.23.2 Failure by COUNTY 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 of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.23.3 COUNTY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

10.24 PUBLIC ART AND DESIGN

10.24.1 CONSULTANT acknowledges that Broward County adopted Ordinance #95-20 establishing a Public Art and Design Program. The purpose of Ordinance #95-20 is to integrate art into capital projects and to integrate artists' design concepts into the overall Project design. Artist(s) are selected by Broward County through an independent process and artist(s) will be funded by the Public Art and Design Program administered by the Broward County Cultural Division at the direction of the Broward Cultural Council through its Public Art and Design Committee.

10.24.2 CONSULTANT shall cooperate with the artist(s) and include the artist(s) in the preliminary design and design phases of the Project for the purpose of properly incorporating the artist's design(s) into the design of the Project. CONSULTANT shall notify the artist(s), in writing, of all design meetings and shall provide the artist(s) with a schedule of milestone dates. CONSULTANT may be requested to provide temporary work space for the artist(s) during the preliminary design and design phases. The artist's design as properly incorporated into the design of the Project shall be permitted as part of the master site or facility plan.

10.24.3 CONSULTANT's compensation pursuant to this Agreement includes the services to comply with the requirements set forth in this section whether or not the compensation is specifically designated or identified.

10.24.4 CONSULTANT shall ensure that subconsultants, if any, will be made aware of Broward County's Public Art and Design Program and the possible requirement of working with artist(s).

10.24.5 In addition to the foregoing, CONSULTANT shall, prior to authorizing the incorporation of any of the artist(s)' artwork into the Project, obtain a waiver signed by the artist(s) from the Broward County Cultural Affairs Division, which waiver provides that the artist(s) agrees to allow the artwork to be relocated, if necessary, in the future.

10.25 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

10.26 PRIORITY OF PROVISIONS; ORDER OF PRECEDENCE

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.27 NO INTEREST

Unless required by the Broward County Prompt Payment Ordinance, any monies which are the subject of a dispute regarding this Agreement and which are not paid by COUNTY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by CONSULTANT.

10.28 JURISDICTION, APPLICABLE LAW, 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. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida. Venue for litigation arising out of this Agreement shall be in such state courts. **To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby expressly waives any rights it may have to a trial by jury of any civil litigation related to this Agreement.**

10.29 RE-USE OF PROJECT, END PRODUCT, OR DELIVERABLES

COUNTY may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from CONSULTANT's professional services (including, but not limited to, test reports, other documents, and services as described

herein and in **Exhibit A**, Scope of Services, and Work Authorizations); and CONSULTANT agrees to such re-use in accordance with this provision.

If the CA elects to re-use the services, test reports, and other documents, in whole or in part, prepared for this Project for other projects on other sites, CONSULTANT will not be liable for any such re-use.

10.30 MULTIPLE ORIGINALS

This Agreement may be fully executed in up to three (3) counterparts by all parties, each of which, bearing original signatures, shall be deemed to be an original.

10.31 E-Verify Requirements:

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of said system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract with the COUNTY; and
2. All persons, including subcontractors assigned by Contractor to perform work pursuant to this Contract.

(Remainder of page intentionally left blank)

AGREEMENT BETWEEN BROWARD COUNTY AND GRESHAM, SMITH AND
PARTNERS FOR CONSULTANT SERVICES FOR TERMINAL MODERNIZATION (1, 2
AND 3)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board Of County Commissioners, signing by and through its Mayor or Vice Mavor, authorized to execute same by Board action on the 30 day of November, 2011, and Gresham, Smith and Partners, signing by and through its Vice President duly authorized to execute same.

FOR INDIVIDUAL:

CONSULTANT

WITNESSES:

By _____

(Please Type Name)

____ day of _____, 20____.

FOR CORPORATION:

CONSULTANT

ATTEST: K. Dwayne West

Secretary

K. Dwayne West
(Please Type Name of Secretary)

Gresham Smith and Partners
(Please Type Name of CONSULTANT/Firm)

By [Signature]
(President/Vice President)

Joseph F. Thompson
(Please Type Name of President/
Vice-President)

(CORPORATE SEAL)

30 day of November, 2011

AGREEMENT BETWEEN BROWARD COUNTY AND GRESHAM, SMITH AND
PARTNERS FOR CONSULTANT SERVICES FOR TERMINAL MODERNIZATION (1, 2
AND 3)

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

County Administrator, as Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

By _____
Mayor
____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

By 
Dawn Mehler, Risk Management Division

Approved as to form by
Office of the County Attorney
for Broward County, Florida
Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By 
Deborah Bovarnick Mastin (Date)
Assistant County Attorney 12-8-2011

By 
Michael J. Kerr (Date)
Chief Trial Counsel 12/8/11

DBM/dl
11.071.13
GSP-Terminal Mod CAF403
11-18-11

EXHIBIT A
SCOPE OF SERVICES/TASKS/PHASES

CONSULTANT **Gresham, Smith and Partners**

T:

Project No: **R0900601R1**

Project Title: **Terminal 1, 2 and 3 Modernization**

Facility Name: **Fort Lauderdale-Hollywood International Airport**

1.01 Description of Professional Services

1.01.01 CONSULTANT shall provide professional Architect, Engineering and Interior Design Services for Miscellaneous projects at the Fort Lauderdale – Hollywood International Airport. The entire scope of services to be provided will be related to the Terminals as specified in Exhibit F and as authorized by a Work Authorization and a Notice to Proceed.

1.02 Deliverables

1.02.01 CONSULTANT shall provide the number of copies specified in each individual Work Authorization, without additional charge, for approval or use by the CA. The CA may review submitted documents and provide written review comments to CONSULTANT. CONSULTANT shall modify and resubmit to CA until approved (if not initially satisfactory to the CA) within 7 calendar days unless otherwise specified in Work Authorization, from the receipt of CA's review comments such documents as required to fulfill the submittal requirements for this Work Authorization.

1.02.02 CONSULTANT shall be required to submit the various documents required by this Work Authorization in both hardcopy and electronic media formats. Requirements for electronic media submittals are contained in the Agreement (Attachment IV, Electronic Media Submittal Requirements). Requests for deviations from those electronic media submittal requirements shall be submitted in advance by CONSULTANT in writing for the consideration of the CA.

1.02.03 Documents, electronic media and other materials submitted to CA by CONSULTANT shall be retained by the CA except as otherwise noted herein and are subject to the ownership provisions of this Agreement.

1.02.04 Detailed Architectural Program

- ☐ A detailed architectural program is available from the CA and is attached to this document.
- ☐ A detailed architectural program is not available from the CA and shall be developed by CONSULTANT as further described below.
- ☐ A preliminary/generic architectural program is attached to this document. Requirements for CONSULTANT's use and modification of that generic program follow below.
- ☐ The ☐ Preliminary ☐ Final architectural program for this project will be provided by the CA with CONSULTANT's Notice to Proceed. CONSULTANT's use of this program is described below.

2.01 Basic Services

- 2.01.01 The services listed below, in addition to those specified by CONSULTANT's agreement with COUNTY, are related to the specific project or other professional services as necessary to meet the needs of COUNTY.
- 2.01.02 The listed services below shall not limit those activities or services which may be requested by COUNTY.

3.01 Basic Services By Project Phase

- 3.01.01 CONSULTANT agrees to: (A) Provide complete professional architectural, engineering and/or other professional design services set forth in the Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the schedule developed by COUNTY and CONSULTANT and (C) Participate in COUNTY's programs of Value Engineering at the end of Phases I and II (Schematic Design and Design Development), Constructability Reviews at the end of Phase III (Contract Documents).

CONSULTANT shall also participate in Building Commissioning programs, Partnering programs, and other additional basic services as provided elsewhere in this document.

- 3.01.02 CONSULTANT shall schedule and attend a bi-weekly project review meeting with representatives of COUNTY throughout Phases I through IV of the Project. At each of these meetings, CONSULTANT and COUNTY shall review the Project's budget, schedule, and scope along with CONSULTANT's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the project.

CONSULTANT shall attend weekly meetings during Phase V (Construction) as required elsewhere in this agreement. For each project review meeting, and as may be otherwise appropriate during any project phase, CONSULTANT shall provide progress sketches and other documents sufficient to illustrate progress and the issues at hand for COUNTY's review, which will be made so as to cause no delay to the Project Schedule.

- 3.01.03 CONSULTANT's services shall conform to COUNTY's specifications (as they may be made available to CONSULTANT), including but not limited to, COUNTY's Design and Materials Standards Manuals, and COUNTY's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict the provisions of this agreement shall govern.
- 3.01.04 CONSULTANT shall keep COUNTY informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed in writing by COUNTY prior to incorporation into the design or construction documents.
- 3.01.05 CONSULTANT shall cooperate with COUNTY by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by COUNTY, and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any phase of the project. In the event COUNTY accepts recommendations from Value Engineering and Constructability studies, CONSULTANT shall, upon review and agreement, implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services. If bids or cost estimates indicate the project is at or below the construction budget, CONSULTANT shall be compensated for implementing Value Engineering and Constructability changes.

3.02 Predesign Phase:

- 3.02.01 CONSULTANT shall confer with representatives of COUNTY to verify and confirm the scope of Programming and other Predesign Services required for the Project; which shall include:
 - (A) Establishing a listing of COUNTY, Using Agency and other representatives who will be providing information or feedback to CONSULTANT during the programming process. Include in this listing the Representative's name, title, organization, address, phone, fax and e-mail. CONSULTANT shall periodically review, update and distribute this list throughout this and subsequent project phases.

- (B) Establishing and verifying a chain of responsibility or decision making in COUNTY's project and functional organizations for use in later decision making during the programming process and subsequent design phases.
 - (C) Determining whether COUNTY will provide a partial program for tenant occupied spaces and obtaining such program(s) for CONSULTANT's use and integration into a single programming document for the entire project.
 - (D) Obtaining and mobilizing any facilities CONSULTANT(s) or other specialists to provide technical or functional information necessary to develop the programming documents.
 - (E) Developing and implementing user surveys, personal and group interviews, focus groups and other information gathering techniques necessary to establish and verify functional and spatial relationships, work flow and other related criteria.
 - (F) Obtaining, verifying and further developing COUNTY's preliminary list of building functions and spaces.
 - (G) Obtaining, verifying and further developing COUNTY's preliminary list of equipment and furnishings including any special equipment, special furnishings or equipment/furnishings that require custom fabrication or unique installation.
 - (H) Obtaining, verifying and further developing COUNTY's preliminary list of "Owner supplied materials", construction or related work to be performed by the Owner, and any salvage items projected to be retained by the Owner.
 - (I) Obtaining, verifying and further developing COUNTY's building construction and operating cost estimates.
 - (J) Obtaining COUNTY's applicable space standards for use on subsequent programming tasks.
 - (K) Providing an existing facility conditions report.
 - (L) Providing a recommendations report describing the extent of work to be accomplished.
- 3.02.02 CONSULTANT shall develop space requirements and program to establish the following detailed requirements for the Project: design objectives, limitations and criteria; spatial and functional relationships; functional responsibilities of personnel; flexibility and expandability; and special equipment and systems.
- 3.02.03 CONSULTANT shall develop the program's description of occupancy needs and spatial allocation by coordinating with COUNTY Staff (including building user groups and others as necessary) and:
- (A) Establishing criteria for importance of room functions and relationships.

- (B) Creating a Spatial Interaction Matrix (list of departments, divisions or offices or other suitable subdivision that shows their relationship to others).
 - (C) Creating room by room spatial interaction diagrams showing all room relationships.
 - (D) Identifying numerical ratings of the importance of relationships of each room to other rooms.
 - (E) Making link and node diagrams to show departmental and room relationships identified in the interaction matrices.
 - (F) Making bubble diagrams indicating spaces with relationships and their importance rankings.
 - (G) Manipulating bubble diagrams until link crossovers (plan conflicts) are eliminated.
 - (H) Creating horizontal and vertical diagrammatic block plans with relative spatial requirements with identification of all rooms, corridors, and vertical circulation and exit analysis.
 - (I) Determine preliminary structural, mechanical, and other engineering systems.
 - (J) Developing and documenting relative spatial areas for all departments, rooms; mechanical, vertical transportation; service, exit stairs and corridors; and horizontal circulation.
- 3.02.04 CONSULTANT shall provide and submit space and flow diagrams consisting of diagrammatic studies and pertinent descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.
- 3.02.05 CONSULTANT shall develop the program's description of site development criteria, building configuration, construction, and material standards by:
- (A) Listing required or optional provisions for phased construction and future additions.
 - (B) Identifying property building line limitations to estimate ground level building areas.

- (C) Listing required or optional provisions for phased construction and future additions.
 - (D) Verifying and documenting site zoning or other restrictions such as building heights, setbacks, etc.
 - (E) Identifying orientation considerations for solar, views, street access, etc.
 - (F) Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.
 - (G) Estimating size(s) of core area(s) required for:
 - 1) Mechanical services.
 - 2) Electrical services.
 - 3) Vertical transportation.
 - 4) Stair/smoke towers.
 - (H) Estimating and documenting structural spans required to-suit room spatial needs.
 - (I) Identifying options of building configuration based on functions, occupancies, site limitations, orientation, height, spans and structural system.
 - (J) Identifying and documenting building cladding and fenestration suited to construction, structural, functional, and cost considerations.
 - (K) Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.
- 3.02.06 CONSULTANT shall analyze and document jurisdictional requirements to obtain a waiver of the requirements if necessary.
- 3.02.07 CONSULTANT shall research and document all codes, laws, rules, regulations and ordinances pertaining to the property, building type and probable building design established by other programming tasks.
- 3.02.08 CONSULTANT shall provide written cost estimates for the Project and budgeting services based on the programming tasks listed above and consisting of: conversion of programmed requirements to net area requirements; development of initial approximate gross facility areas; evaluation of current construction market conditions; application of unit cost data to gross area; estimates of related costs such as site development,

landscaping, utilities, phasing and other services. Additionally, CONSULTANT shall:

(A) Reconcile the building design program with the COUNTY's budget.

(B) Advise the COUNTY if budget and program are not compatible.

3.02.09 CONSULTANT shall submit TEN copies of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by COUNTY. COUNTY and its CA shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on, Project Schedule. CONSULTANT shall modify and resubmit to CA until approved (if not initially satisfactory to the CA) by 14 consecutive calendar days from the receipt of COUNTY's review comments such documents and drawings as required to illustrate the Program listed in the paragraphs above.

3.02.10 CONSULTANT shall not proceed with the next Phase until the completion of all required presentations and reports, reconciliation or correction of all outstanding COUNTY review comments, and receipt of a written Notice to Proceed with the next phase.

3.02.11 CONSULTANT shall provide presentations of the project's Program to COUNTY's staff, using agencies or groups, and to County Commission as required.

3.03 PHASE I - Schematic Design:

3.03.01 CONSULTANT shall confer with representatives of COUNTY to verify and confirm the Program (as appropriate to the type of project), consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements.

3.03.02 CONSULTANT shall prior to commencing Phase I design activities, visit and inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by COUNTY:

(A) Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition of the existing site with particular attention to the following building/site elements as appropriate to the Project:

1. All above ceiling areas.

2. Power supplies, switch gear, breaker panels, and transformers.

3. Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
4. Roofing, waterproofing and building envelope systems.
5. Site drainage systems and water retention characteristics.

(B) Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by COUNTY.

3.03.03 In the event that CONSULTANT believes that the project scope, schedule or budget is not achievable, CONSULTANT shall immediately notify COUNTY in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.

3.03.04 CONSULTANT shall review with COUNTY alternative approaches to design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, if requested, shall make a recommendation among such alternatives.

3.03.05 CONSULTANT shall prepare, submit and present for approval by COUNTY a Design Concept and Schematics Report, comprised of the Schematic Design Documents listed below including an identification of any special requirement(s) affecting the Project:

(A) "Project Transmittal Form" as required by Broward County Aviation Department (BCAD). In the absence of a proprietary form issued by BCAD, CONSULTANT shall utilize its own office standard transmittal form (or an equivalent document such as that published by the American Institute of Architects. The Project Transmittal Form must accurately delineate the date of submittal and list each component document of the submittal.

(B) "Space Chart Form" formatted to list all spaces within the project by room number, room title and net square foot area. The Space Chart Form must also include a listing of the project's total net square foot area, total gross square foot area, and an efficiency percentage derived from the ratio of total net to total gross square foot areas. Note any deviations from COUNTY approved programmatic documents for the Project.

(C) For those projects that involve new buildings, building additions and other exterior work, provide a hardcopy and electronic media copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus pick-up areas, parent pick-up areas, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps), and use. The site survey may be an update of informational surveys provided by COUNTY but shall be prepared on electronic media and submitted in both hard and electronic media formats conforming to COUNTY's Electronic Media Submittal Requirements (Attachment IV).

(D) Concept Drawings. These documents shall be schematic drawings responding to the predesign documentation and building program requirements illustrating the general scope, scale, and relationship of project components. Documents shall include, as a minimum, the following in addition to other graphic or descriptive materials CONSULTANT may deem necessary to adequately communicate the project:

1. A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone, over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, accessibility for the disabled, service areas, athletic fields, bus and car loading zones, existing buildings and use, location of proposed building(s) and future additions, relocatable or temporary structures, community use buildings, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA flood plane and velocity zone in which the project is located. The statement shall be signed and dated by the Surveyor.
2. Floor plans showing points of the compass, over-all dimensions, identity of each space, proposed door locations, accessibility for the disabled, room numbers, occupant load of each space, proposed passive design and low energy usage features, possible community service areas and instructional spaces that can be converted to community use areas, mechanical and electrical rooms, any existing buildings and use, future additions, and phased construction. Provide a

life-safety plan delineating the necessity for and initial decisions concerning exits, accessibility for the disabled, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility. Indicate those facilities, or portions thereof, that will serve as emergency shelters or which have been designed to incorporate special emergency preparedness features or equipment including a brief notation of those design features and/or equipment.

3. Provide elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, vertical transportation (elevators, escalators, lifts, ramps and stairs), preliminary material selections, and other building features and spatial relationships.
- (E) A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), BellSouth, cable TV and other utility services as required by the Project's scope and program. Format Preliminary Project Descriptions to match that specified by the latest edition of the Construction Specifications Institute's "Manual of Practice" latest edition.
- (F) Mechanical Requirements Specific to Remodeling and Addition Projects: Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.
- (G) Electrical Requirements Specific to Remodeling and Addition Projects: Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment.
- (H) A Project Development Schedule: CONSULTANT shall prepare a schedule of services (Project Development Schedule) in compliance with Project Schedule and for approval by COUNTY. Such schedule shall show activities including but not limited to CONSULTANT efforts and COUNTY (and other municipal/agency) reviews and approvals required to complete the design services. This schedule shall initially be submitted to COUNTY for approval within fifteen (15) days of execution of the project agreement. As a condition of payment, CONSULTANT will submit with

each invoice a copy of the approved schedule showing progress (indicated by percentage complete) as of the invoice cutoff date and a forecast of when each phase of CONSULTANT's work will be complete. No subsequent payment shall be made if CONSULTANT has not obtained approval of his work schedule, the schedule is not updated, or a forecast is not submitted with each invoice (provided that COUNTY conducts its review promptly and does not withhold its approval unreasonably).

1. Include all activities known at this stage of the project's development for the entire project. Illustrate all project activities including any projected or preliminary requirements for creating temporary facilities, relocating COUNTY's staff and/or other personnel, removing and storing furniture, equipment and/or other appurtenances, hazardous material abatement, work by COUNTY, work by separate contractors, and any other activities that relate to or may impact construction of the project (including offsite work and related site reviews, permitting, etc.).
 2. Prepare in a bar chart format, or other format as required by COUNTY, which may be further developed and updated for submittal during subsequent phases of the Basic Services.
 3. CONSULTANT shall not be permitted to deviate from the milestones indicated on the Project Schedule for CONSULTANT's work without specific written authorization from COUNTY.
 4. CONSULTANT shall notify COUNTY in writing of any circumstances which impact CONSULTANT's ability to meet designated milestones in the Project Schedule.
- (I) The Statement of Probable Construction Cost: CONSULTANT shall submit to COUNTY for review and approval a schematic design phase estimate of probable construction cost prepared by CONSULTANT's cost estimator, itemized by major categories and projected to the expected time of bid.

- 3.03.06 CONSULTANT shall coordinate with COUNTY to determine the municipal, COUNTY and other jurisdictional agency (such as the South Florida Water Management District, HRS, etc.) coordination required for the Project and, through COUNTY, make applications for site plan and other review as appropriate to this phase of the project. CONSULTANT shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project.

3.03.07 CONSULTANT shall submit three copies of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by COUNTY. COUNTY and its CA shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on the Project Schedule. CONSULTANT shall modify and resubmit to CA until approved (if not initially satisfactory to the CA) by 14 consecutive calendar days from the receipt of COUNTY's review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above. CONSULTANT shall not proceed with the next Phase until the completion of all required presentations and reports, COUNTY approval of all required submittals, and receipt of a written Notice to Proceed with the next phase.

3.03.08 CONSULTANT shall provide presentations of the Schematic Design to COUNTY's staff and to the County Commission as required.

3.04 Phase II - Design Development:

3.04.01 After written Notice to Proceed from COUNTY and based on the approved Schematic Design Documents and any adjustments authorized by COUNTY in the Project Scope or Project Budget, CONSULTANT shall prepare, submit and present for approval by COUNTY, Design Development Phase documents, comprised of the following:

(A) "Project Transmittal Form" as required by BCAD.

(B) Documents: Including, in addition to Phase I requirements, the following:

1. Civil site plan(s) showing, in addition to Phase I site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.
2. A statement, signed and dated by CONSULTANT or his designated subCONSULTANT, included on the site plan identifying the number of existing trees, the number of required trees, and the number of new trees to be planted.
3. Soil testing results including a copy of the Geotechnical Engineer's report on the site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment.
4. Floor plan(s) including, but not be limited to, the following:

- a) A floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without breaklines and which indicates project phasing as applicable to the Project.
 - b) Floor plans drawn at 1/8 inch or larger scale showing occupied spaces or special rooms with dimensions, equipment and furnishing layouts, sanitary facilities, stairs, elevators, and identification of accessible areas for the disabled.
 - c) Floor plans for additions to an existing facility: Indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes thereto. Distinguish between new and existing areas for renovation, remodeling, or an addition.
5. Life-safety plans to show exit strategy, rated doors, emergency wall openings, ramps, vertical lifts and other life safety equipment applicable to the project such as working stage protection, range and fume hoods, eye wash, emergency showers, etc.
- a) By symbol, indicate fire extinguishers, fire alarm equipment, annunciator panels, smoke vents, master valves and emergency disconnects, emergency lighting, emergency power equipment, fire sprinklers, exit signs, smoke and fire dampers, and other life-safety equipment relevant to the facility.
 - b) By symbol, indicate connections and tie-ins to existing equipment.
 - c) For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:
 - i) Sketches of proposed vertical platform lifts, including layout drawings showing the effect of the lift on existing spaces, corridor widths and exiting from the affected facility.
 - ii) Sketches of proposed inclined wheel chair lift including layout drawings showing the effect of the lift on the stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the effect on exiting from the effected areas of the facility.

6. When planning open space office or administrative spaces, submit a floor plan showing the methods used to permanently define the means of egress, such as surface finish or color.
7. Plumbing fixture locations and fixture unit calculations.
8. All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale, massing and spatial relationships of the facility.
9. Typical building sections to show dimensions, proposed construction materials, and relationship of finished floor to finished grades.
10. Preliminary Structural Drawings including plans and sections indicating systems, connections and foundations. These drawings may be structural roughs.
11. Mechanical Drawings including reflected ceiling plans and a single line diagram of the duct layout, location of grease trap(s), LP gas tank location, natural gas pipe lay out, tie in to existing utilities. Enhance systems description to include a description of proposed HVAC system equipment including the chiller, pumps, AHU's, cooling tower, electric duct heaters, etc.
12. Electrical Drawings including reflected ceiling plans, lighting layouts for the outdoors and interior spaces, and a one line diagram of the electrical distribution showing electrical outlets for all systems in all spaces. Location of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator, location of communications consoles, cable or closed circuit television head-ins, radio antennas, and satellite and short wave dish antennas and equipment, master clock, fire alarm panel. Include principal equipment and rack locations for computer networking systems. Show locations of all primary building mechanical equipment such as chillers, air handler units, etc. and their respective electrical connections.
13. Equipment and Furnishing Schedules: Indicating equipment and furnishing items that will be provided by the Contractor and those that will be provided by COUNTY or others.
14. Outline specifications:

- a) Organized according to the Specification Section numbering system specified in the Construction Specifications Institute's 2004 (or later) edition of MasterFormat current on the date of execution of the Contract.
 - b) Formatted to conform to the formats for outline specifications as established by the Construction Specifications Institute.
 - c) Complete for Construction Specification Institute (CSI) Divisions 2 through 16 giving general description of all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.
- (C) Florida Energy Efficiency Code for Building Construction (FEEC). FEEC forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted to COUNTY for review and approval with the Phase II documents.
- (D) CONSULTANT shall advise COUNTY of any adjustments to the Schematic Design Phase estimate of probable construction cost and shall submit to COUNTY a fully detailed Design Development Phase estimate, of probable construction cost, by CONSULTANT's cost estimator, projected to the expected time of bid and containing sufficient detail to provide information necessary to evaluate compliance with the Project Budget set for this project. Format estimate and provide detail matching the organization and content of the project's Outline Specifications complete for CSI Divisions 2 through 16 including all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components. Utilize the 2004 edition of MasterFormat as published by the Construction Specifications Institute to organize the estimate.
- (E) An updated Project Development Schedule reflecting development and anticipated schedules for all subsequent project activities.
- (F) A letter from CONSULTANT and each of the major technical disciplines and any necessary subconsultants explaining how each previous review comment (as generated by COUNTY and/or other reviewing agencies) concerning the project have been addressed and/or corrected.

- (G) A simplified single line floor plan of the project; a database format schedule reflecting the room numbers; the name of the room or space; the net square footage of the space and the occupant capacity of the space on electronic media and on a single 24" x 36" sheet of vellum conforming to COUNTY's standards for graphics and for electronic media submittals. This drawing and database information will be for use in preparing facilities management information by COUNTY. CONSULTANT shall coordinate with COUNTY and utilize COUNTY's requirements for room numbers, room name assignments and electronic media (format, layering, etc.) prior to developing final documents for this submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions. Comply with COUNTY's requirements for electronic media specified in Attachment 1 below.
- (H) A letter indicating, after coordination with BCAD and other agencies at its direction, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials (PCB's, groundwater contaminants, etc) which might require mitigation by COUNTY prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with Project Development Schedule, Statement of Probable Construction Cost and other documentation.
- (I) Preliminary colorboards to review the color selections for all finish materials with COUNTY.
- 3.04.02 Staff from each of CONSULTANT's major technical disciplines, and subconsultants as necessary shall attend coordination, review and presentation meetings with COUNTY to explain the design concept and technical resolution of their respective building or site systems.
- 3.04.03 CONSULTANT shall submit three copies of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by COUNTY. COUNTY and its CA shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on Project Schedule. CONSULTANT shall modify and resubmit to CA until approved (if not initially satisfactory to the CA) by 14 consecutive calendar days from the receipt of COUNTY's review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above. CONSULTANT shall not proceed with the next Phase until the completion of all required presentations and reports, COUNTY approval of all required submittals, and receipt of a written Notice to Proceed with the next phase.

3.05 Phase III - Construction Documents Development:

- 3.05.01 After written Notice to Proceed from COUNTY and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by COUNTY, CONSULTANT shall prepare for approval by COUNTY and in accordance with COUNTY's requirements for format and organization, Final Construction Documents setting forth in detail the requirements for the construction of the Project. CONSULTANT is responsible for the full compliance of the design with all applicable codes.
- 3.05.02 50% Construction Documents Submittal: CONSULTANT shall make a 50% Construction Documents submittal, unless otherwise specified in a Work Authorization, for approval by COUNTY, which shall include three (3) sets of the following:
- (A) "Project Transmittal Form" as required by BCAD.
 - (B) Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit three (3) copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.
 - (C) Drawings:
 - 1. Site Plan(s) and detailing which, in addition to the Phase II requirements, indicate:
 - a) Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, or any other areas pertinent to the drainage of rainwater.
 - b) Location of storm water service for new additions roof drainage.
 - c) Parking lot lighting poles location and type.
 - d) Final location for manholes, handholes, pull boxes.
 - e) Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, computer networking, television, telephone, radio (or other communications systems, antennas, etc.), security, control and spares).

- f) Details of all curbing, typical parking spaces (regular and accessible), accessibility ramps and curb cuts, light fixtures, flagpole and fence foundations, and any other site improvement or condition pertinent to the scope of work.
 - g) Plans and details of new site equipment or furnishings including recreational courts and equipment, accessory structures, signage and kiosks, planters, seating areas and other site furniture, bookdrops, postal equipment, vehicular and parking equipment, landscape accessories, site and security lighting, art work (and associated footings, supports, lighting and other accessories), security and pedestrian safety devices, traffic control devices, loading dock equipment, dumpster and recycling areas, and other equipment or improvements appropriate and necessary for the project as determined by COUNTY.
- 2. A phasing plan to delineate the order of the construction and delineating staging and storage areas, temporary buildings or structures, temporary utilities, other temporary constructions, construction access (including parking and delivery locations), haul routes, site barriers, traffic control devices, and other area designations and protective measures to control and separate staff and the public from construction activities and traffic.
 - 3. Landscape plans and detailing including a plant list clearly referenced and targeted, details for shrub and tree plantings, identification of plants and trees to remain (with associated plans and details of their protection, maintenance and care during the project), identification of plants to be removed or relocated (including details and specifications for their preparation, replanting, maintenance or disposal), and other necessary documentation to ensure healthy and vigorous plant growth.
 - 4. Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation systems and irrigation requirements for plant materials provided or retained on site during the project.
 - 5. Full floor plans including:
 - a) All dimensions and any target notes explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.

- b) Note all chases and delineate all rainwater leaders.
 - c) Show structural tie columns and coordinate with the floor plan.
 - d) Target interior elevations.
 - e) Delineate and note all built-in cabinetry or equipment.
 - f) Identify room and door numbers with all spaces and doors having individual numbers.
6. Demolition Plans: Indicate required demolition activities.
- a) Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.
 - b) Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.
 - c) Include notes dealing with repair of existing areas as a result of demolition.
 - d) Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.
 - e) Provide detailing for protective barriers and safeguards (indoor and outdoor) to provide separation of construction activities and protection of COUNTY's existing facilities.
7. Building elevations developed further than at Phase II and including delineation of building joints (including dimensionally located stucco control joints), material locations, elevation heights, color scheme, special finishes, and other building features.
8. Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult connections.

9. Reflected ceiling plans indicating ceiling types, heights, light fixture types, mechanical diffuser locations, and sprinkler heads if area is sprinklered. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable subconsultants.
10. Roof plans:
 - a) Indicating all roof penetrations, including drains, scupper, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints.
 - b) Dimensions to locate the items noted previously, and detail targets shown.
11. Large scale building sections as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult connections.
12. Interior elevations of all room designs (where those rooms house casework, built-in furniture, variations in material finishes, wall mounted equipment or specialty items, graphics, artworks, plumbing, mechanical or electrical fittings, fixtures or equipment, or other improvement that cannot be shown as a standard detail for several similar rooms) including detail targets referencing cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and accessories.
13. Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.
14. Details of the following:
 - a. Door jamb, head and sill conditions including delineation of required fire ratings for assemblies and components, electrical power

requirements and connections to fire alarm, security and other building automation systems within the project or the existing facility.

- b. Wall and partition types including identification of rated assemblies and product limitations and tolerances relative to those ratings.
 - c. Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
 - d. Interior signage to include room and building identification, directional signage, directories, emergency exiting and equipment signs, occupancy and other code mandated signage, and any other items pertinent to the identification of the project. Coordinate and delineate electrical connections and power requirements.
 - e. Interior or exterior expansion control connections and related flashings, cover plates, applied sealants, etc..
 - f. Any other specialized items necessary to clearly express the intent of the project design.
15. Room finish, door and window schedules coordinated with the floor plans, developed beyond Phase II.
16. Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
17. Mechanical Drawings:
- a) Provide double line duct work layout and HVAC equipment layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
 - b) Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
 - c) Provide 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings,

nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc..

18. Electrical: Provide drawings for the following systems:

- a) Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer print-out for all typical indoor spaces and parking lots.
- b) Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including master clock, intercom, fire alarm, cable television, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.
- c) Panel schedule may be in preliminary form but circuitry must be included.
- d) Applicable installation details.
- e) General legend and list of abbreviations.
- f) Voltage drop computation for all main feeders.
- g) Short circuit analysis
- h) Provide 1/2" scale floor plan and wall elevations for all electrical rooms.
- i) Indicate surge protector for main switchboard and electrical panels.

(D) Progress specifications:

- 1. Provide preliminary Project Manual including front-end documents. Completion of fill-in items in bidding documents is not required.
- 2. Provide a revised Division 1, if applicable, based upon the Division 1 provided by BCAD and edited by CONSULTANT after consultation with BCAD to establish project specific requirements.

3. Include progress set of all other Sections in CSI Divisions 2-16 with each section developed to demonstrate to COUNTY an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.
 4. Specification sections shall be organized to follow the CSI 2004 edition or later edition of MasterFormat or AIA Masterspec format with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.
- (E) An updated Project Development Schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, COUNTY occupancy, and all other significant Project events. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.
- (F) Colorboards illustrating color selections, finishes, textures and aesthetic qualities for all finish materials for final review and approval by COUNTY and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.
- (G) A letter from CONSULTANT and each of the major technical disciplines and any necessary subconsultants or explaining how each previous comment concerning the project have been addressed and/or corrected.
- 3.05.03 CONSULTANT shall make all changes to the documents as required by COUNTY's review of the documents and resolve all questions of constructability, code compliance, compliance with COUNTY standards, or other issues raised by COUNTY during its review of the documents. COUNTY will retain the documents submitted at this phase.

3.06 100% Construction Documents Submittal:

3.06.01 Upon 100% completion of the Construction Documents, CONSULTANT shall submit to COUNTY three (3) copies of check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by COUNTY. The 100% construction documents shall conform to COUNTY's requirements, all mandatory requirements cited by BCAD (or its designated reviewers). CONSULTANT shall, thru BCAD, coordinate project specific requirements with other participating COUNTY review agencies (Office of Economic and Small Business Development Division (OESBD), Risk Management Division, County Attorney, etc.) and others listed below or having jurisdiction or special interest in the Project.

3.06.02 All documents for this phase shall be provided in both hard copy and in electronic media. COUNTY will approve Phase III documents prior to submittal for permitting or bidding. Phase III contract documents shall be included with the Phase III submittal:

(A) "Project Transmittal Form" as required by BCAD.

(B) General Requirements:

1. Record Set. This submittal is the official record set and shall be the bid documents.
2. Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by CONSULTANT and respective subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge these drawings and the project manual are complete, and comply with the Broward Edition of the Florida Building Code".
3. When requested by COUNTY, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
4. Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to COUNTY in duplicate as they occur during the bidding process.

Documents resubmitted shall bear the appropriate signatures and seals.

(C) Drawings: The drawings shall include, in addition to the Phase III 50% (or as otherwise directed as provided for herein) document requirements specified above, the following:

1. Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.
2. Plans and details including, but not limited to:
 - a) Title sheet utilizing BCAD's standard cover sheet format including a table of contents and statement of compliance by the architect or engineer of record.
 - b) Abbreviations and Symbols: Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans. (Alternatively, CONSULTANT may provide a complete, fully coordinated set of abbreviations, material indications, notations and symbols for the entire project following the cover sheet.)
 - c) Information Available to Bidders: Drawing sheets such as surveys, "as-built" drawings, and other graphic material provided and clearly marked as "Information Available to Bidders" shall be provided within the drawing set after coordination with BCAD.
 - d) Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
 - e) Civil/Structural sheets including paving; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
 - f) Mechanical sheets including floor plans; elevations, sections; details; riser and other diagrams; kitchen exhaust hoods; and, equipment, fan, fixture and other necessary schedules and drawing information with an indication that the mechanical/electrical systems from the Phase II FEEC/LCCA analysis have been incorporated into the documents.

- g) Electrical sheets including floor plans; sections; elevations; details; riser and other diagrams; fixture, panel and other schedules; and other drawing information with an indication that the mechanical/electrical systems from the Phase II FEEC/LCCA analysis have been incorporated into the documents.
 - h) Landscape Architecture, Interior Design, and other subconsultant prepared sheets including plans, sections, elevations, details, diagram, schedules and other drawing information necessary to communicate the complete and integrated scope of work related to that discipline.
- (D) Project Manual. CONSULTANT shall review and coordinate with COUNTY regarding the preparation of the following:
- 1. The necessary bidding information, the bidding forms, the conditions of the contract and Division 1, if applicable, with respect to the foregoing documents and regarding any other agreements necessary for construction of the project, including documents made necessary by the Bidding Method chosen by COUNTY. However, in no case will CONSULTANT amend or delete items from these documents without prior written approval from COUNTY.
 - 2. A project specific set of Division 1 specifications based upon guide documents provided by BCAD (or, in the absence of COUNTY guide specification documents, from CONSULTANT's own specifications as previously coordinated with COUNTY), including all schedules, lists and inventories as required to complete COUNTY's guide documents including Contractor's Submittal schedules, warranty schedules, salvage schedules, etc.
 - 3. Final specification sections for CSI Divisions 2 through 16 organized and formatted as required for the set of Phase III 50% (or as otherwise directed as provided for herein) progress specifications.
 - 4. Approved alternate bid items, if required and authorized by COUNTY, to bring the project within the Fixed Limit of Construction Cost (FLCC), which would permit COUNTY in its sole discretion to accept or reject portions of the construction of the project.
- (E) An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.

(F) A letter from CONSULTANT and each of the major technical disciplines and any necessary subconsultants explaining how each previous review comment (as generated by COUNTY and/or other reviewing agencies) concerning the project have been addressed and/or corrected.

3.06.03 If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, CONSULTANT shall review the materials, equipment, component systems and types of construction included in the Contract Documents and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to COUNTY).

3.06.04 CONSULTANT shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to COUNTY. Upon final approval by COUNTY, CONSULTANT shall furnish three record copies, duly signed and sealed by the Florida registered design professionals responsible for their preparation, of all Drawings, Specifications and other documents required during this project phase to COUNTY without additional charge.

3.06.05 CONSULTANT shall, with COUNTY's assistance, file the required documents for approval by governmental authorities having jurisdiction over the Project (including Broward COUNTY and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project) and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of Phase IV and early enough to ensure that the eventual contractor is not delayed by permit processing by Broward COUNTY, a municipality or other jurisdictional agency.

CONSULTANT shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities. Permit, review, and similar fees shall be paid by COUNTY.

A. CONSULTANT shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by other jurisdictional agencies. CONSULTANT shall submit documents, attend meetings and provide other support as necessary to fully participate in any submittals, resubmittals, review meetings, presentations or negotiations required to obtain jurisdictional approval for the project.

B. Any changes to the project drawings or project manual or other supporting document made necessary by jurisdictional reviews shall be

made by CONSULTANT at no additional cost to COUNTY. CONSULTANT shall be compensated for any revisions to the contract documents made necessary by such jurisdictional reviews if the requisite compliance requirement or interpretation was not available to CONSULTANT in written form prior to the review.

- 3.06.06 Staff from each of CONSULTANT's major technical disciplines and subconsultants as necessary shall attend coordination, review and presentation meetings with COUNTY to explain the development of the design concept and technical resolution of their respective building or site systems for all the design Submittals.
- 3.06.07 COUNTY's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve CONSULTANT of any responsibility for their accuracy, adequacy and completeness.

3.07 Phase IV - Bidding and Award of Contract

- 3.07.01 Bid Documents Approvals and Printing: Upon obtaining all necessary approvals of the Construction Documents, approval by COUNTY of the latest Statement of Probable Construction Cost, and a specific Notice to Proceed with the Bidding and Award phase of the project, CONSULTANT shall assist COUNTY in obtaining bids and awarding construction contracts.
- 3.07.02 CONSULTANT shall assist COUNTY in the preparation of bidding information. CONSULTANT will utilize COUNTY's Standard Form Construction Documents for this project and agrees to verify and utilize the latest edition of those documents at the time of Bidding. Any deviation from the Standard Form Construction Documents must be approved in advance by COUNTY's Office of the COUNTY Attorney.
- 3.07.03 CONSULTANT shall coordinate bidding activities as necessary with those COUNTY agencies having non-technical review authority. These agencies include, but are not limited to, the Small Disadvantaged Business Enterprise Office, Risk Management Division, Purchasing Division, and the COUNTY Attorney's Office.
- 3.07.04 CONSULTANT shall provide to COUNTY's CA two (2) reproducible copies of the bidding documents, including all drawings and specifications. COUNTY will be responsible for printing the bidding documents. COUNTY reserves the right to instruct CONSULTANT to have the bidding documents (including drawings and specifications) printed for bidding purposes, either through its

open agreements with printing firms or as a reimbursable service through CONSULTANT.

- 3.07.05 COUNTY will issue the Bid Documents to prospective bidders and keep a complete "List of Bidders." The Advertisement for Bids will instruct the bidders to pick up the Bid Documents at COUNTY's Purchasing Department or alternative location.
- 3.07.06 CONSULTANT shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to COUNTY.
- 3.07.07 CONSULTANT shall attend pre-bid conferences as scheduled by COUNTY.
- 3.07.08 CONSULTANT shall prepare addenda, if any are required, for COUNTY to issue to all prospective bidders. No addenda shall be issued without COUNTY's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by COUNTY.
- 3.07.09 CONSULTANT shall be present at the bid opening, with COUNTY's staff.
- 3.07.10 CONSULTANT shall participate with COUNTY in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.
- 3.07.11 CONSULTANT shall advise and consult with COUNTY in awarding and assisting in the preparation of any agreements necessary for the construction of the project, including, without limitation, that form of agreement between COUNTY and Contractor.
- 3.07.12 If the lowest responsive Base Bid received exceeds COUNTY's funds available for the Project, COUNTY will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct CONSULTANT to revise the Project scope or quality, or both, as approved by COUNTY, and rebid the Project, or (D) suspend or abandon the Project.
- 3.07.13 Under Article 3.07.12(C) above CONSULTANT shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost. The providing of such service shall be the limit of CONSULTANT's responsibility in this regard and having done so, CONSULTANT shall be compensated in accordance with this Agreement. COUNTY may recognize exceptional

construction market cost fluctuations before exercising the option provided in Article 3.07.12(C) above. COUNTY agrees to discuss this issue with CONSULTANT prior to exercising this option.

- 3.07.14 If an estimate or cost analysis is required by COUNTY for this phase, CONSULTANT shall utilize CONSULTANT's cost estimator, or a replacement acceptable to COUNTY, to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.

3.08 Phase V - Administration of the Construction Contract:

- 3.08.01 The Construction Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by COUNTY. During this period, CONSULTANT shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between COUNTY and the Contractor.
- 3.08.02 CONSULTANT, as the representative of COUNTY during the Construction Phase, shall advise and consult with COUNTY and shall have authority to act on behalf of COUNTY within the limits established by this agreement and the Contract Documents. CONSULTANT shall contemporaneously provide COUNTY with copies of all communications between CONSULTANT and Contractor and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project.
- 3.08.03 CONSULTANT and CONSULTANT's respective subconsultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of at least one site visit per week will be required by CONSULTANT. The subconsultant will be required to visit the site at least once a week when their respective portion of the work is in progress.
- (A) CONSULTANT shall visit the site at least once per week from the time construction begins until substantial completion on an ongoing periodic basis to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. CONSULTANT shall coordinate the timing of these visits with COUNTY's Representative so as to permit joint observations of the progress of the Work and discussions about project issues. On the basis of on-site observations as a CONSULTANT, CONSULTANT shall keep COUNTY informed of the progress and quality

of the Work. CONSULTANT shall promptly submit to COUNTY a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with contractor, subcontractors of any tier or suppliers.

- (B) CONSULTANT shall, based upon its on-site visits, promptly report to COUNTY any defects and deficiencies in the Work coming to the attention of CONSULTANT and shall endeavor to guard COUNTY against defects and deficiencies in the Work. This obligation is not reduced or limited by the fact that others, such as COUNTY's staff, are undertaking inspection for or on behalf of COUNTY. CONSULTANT shall make on-site observations utilizing the same personnel over the course of the Work and shall, if requested by COUNTY, replace personnel whom COUNTY has proven to be incompetent or unacceptable.
- (C) CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

- 3.08.04 CONSULTANT shall at all times have access to the Work where ever it is in preparation or progress. CONSULTANT and the subconsultants shall review and advise COUNTY as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, COUNTY may at its discretion require CONSULTANT and all subconsultants to regularly submit additional written materials or forms to COUNTY relating to or regarding the Project or its progress.
- 3.08.05 CONSULTANT shall assist COUNTY in determining the amounts owing to contractor based on observations at the site and on evaluations of Contractor's Applications for Payment and shall certify Certificates for Payment in such amounts as provided in the Contract Documents and in such form as COUNTY may request. The certification of a Certificate for Payment shall constitute a representation by CONSULTANT to COUNTY, based on CONSULTANT's observations at the site and on the data comprising Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is in substantial accordance with the contract documents (subject to an evaluation of the Work for substantial conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that Contractor is entitled to payment in the

amount certified. However, the certification of a Certificate for Payment shall not be a representation that CONSULTANT has made any examination, other than information which has come to CONSULTANT's attention, to ascertain how and for what purpose Contractor has used the moneys paid by COUNTY.

- 3.08.06 CONSULTANT shall initially interpret matters and provide recommendations concerning performance of COUNTY and Contractor under the requirements of the Contract Documents on written request of either COUNTY or Contractor. CONSULTANT's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. CONSULTANT shall render written advisory decisions, within a reasonable time, on all claims, disputes and other matters in question between COUNTY and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 3.08.07 All interpretations and advisory decisions of CONSULTANT shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter CONSULTANT shall endeavor to secure faithful performance by both COUNTY and Contractor, and shall not show partiality to either.
- 3.08.08 CONSULTANT shall have authority to recommend rejection of Work which does not conform to the Contract Documents. CONSULTANT shall not have authority to stop the Work without approval of COUNTY. Whenever, in CONSULTANT's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, CONSULTANT may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed, but CONSULTANT shall take such action only after consultation with COUNTY. CONSULTANT's monitoring of such additional special testing or inspections are a part of the Basic Services. COUNTY shall furnish all such tests inspections and reports that are required by law or by the Contract Documents or that it has previously approved in writing, without waiving its right to reimbursement from Contractor. However, neither this authority of CONSULTANT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of CONSULTANT to Contractor or other third parties performing portions of the Work.
- 3.08.09 CONSULTANT shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within thirty (30) days of receipt by CONSULTANT

unless COUNTY and CONSULTANT otherwise mutually agree. CONSULTANT's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. CONSULTANT shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule. CONSULTANT shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents. CONSULTANT shall be compensated for reviewing re-submittals after the first re-submittal of a respective submittal as a reimbursable expense with COUNTY reimbursed by the Contractor under provisions of the Contract Documents.

- 3.08.10 CONSULTANT shall coordinate with COUNTY concerning COUNTY's required review of Change Orders for Code Compliance. CONSULTANT shall:
- (A) Meet with COUNTY prior to the preparation of change order items to ensure that proposed changes comply with applicable codes.
 - (B) Reconcile CONSULTANT's analysis of proposed Change Order amounts with an analysis provided by CONSULTANT's cost estimator and provide COUNTY with a recommendation concerning the respective cost studies.
 - (C) Submit written and graphic information documenting proposed changes for formal review by COUNTY for code compliance.
 - (D) CONSULTANT shall review and indicate concurrence through signing change orders for COUNTY's authorization in accordance with the Contract Documents, shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be effected by written order issued through COUNTY. The Basic Services shall include providing recommendations concerning proposed change orders and minor changes, and the preparation and processing of change orders and construction change directives.
 - (E) CONSULTANT shall process, prepare and issue contract modification documents in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed 21 days. CONSULTANT shall provide written notification to COUNTY concerning those modification documents requiring more than 21 days processing time with an attached explanation of the circumstances requiring longer processing time.

(F) All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of COUNTY.

3.08.11 CONSULTANT shall conduct thorough site observations, make recommendations and otherwise assist COUNTY in determining the dates of substantial completion and final completion, shall review, approve and forward to COUNTY for COUNTY's review, written warranties and related documents required by the Contract Documents and assembled by Contractor, and shall certify a final certificate for payment. At substantial completion, CONSULTANT shall prepare a punch list of observed items requiring correction, completion or replacement by Contractor. CONSULTANT shall administer the Contractor's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. CONSULTANT and the subconsultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of COUNTY's personnel as required by the Contract Documents. CONSULTANT shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.

3.08.12 CONSULTANT shall within sixty (60) days of receipt of CONSULTANT approved as-built submittal from contractor provide COUNTY with prints and electronic media copies of the original drawings, which CONSULTANT has revised to conditions based on information furnished by the Contractor as Project Record Documents. These prints and electronic media copies shall become the property of COUNTY. Submittal of these documents to COUNTY is a condition of final payment to CONSULTANT.

3.08.13 Resident Project Representative: CONSULTANT shall provide field representation an average of 4 hours per day for the 6 month duration of the construction work. Field representation shall include becoming familiar with the quality and progress of the construction work and ensuring that the construction work complies with the construction documents. Daily reports with photographic documentation will be provided.

3.09 Phase VI - Warranty Administration and Post-Occupancy Services:

3.09.01 For one year following substantial completion of the construction project, CONSULTANT shall assist COUNTY, without additional compensation, in

securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with COUNTY and report observed discrepancies to COUNTY and Contractor.

3.09.02 CONSULTANT, with subconsultants who contributed to the design of the project, shall participate in a Post-Occupancy Walkthrough and Evaluation which will be scheduled by BCAD at a time subsequent to the eleventh month warranty inspection specified above. During this Walkthrough and Evaluation, CONSULTANT shall:

- A. Assist COUNTY in reviewing the built project on site;
- B. Participate in and assist BCAD in conducting interviews with principal building occupants and users;
- C. Generate written commentary concerning the relative success or failure of the facilities design; specified materials, equipment and systems; the project's design, bidding and construction process; construction cost, schedule and quality concerns that affected the project, the effectiveness of administrative and managerial procedures utilized by COUNTY, CONSULTANT and the Contractor, and recommendations concerning future design and construction of the same or similar building types.
- D. Assist BCAD in preparing and distributing a Post-Occupancy Evaluation Report that presents the findings and recommendations generated during the Post-Occupancy Walkthrough and Evaluation.
- E. Participate in presentations of the Post-Occupancy report as required to COUNTY Commission, COUNTY Administrator and/or the public as required.

3.10 Other Consulting Services:

3.10.01 The CA may authorize CONSULTANT to provide other consulting services which may include but not be limited to the following:

- (A) Interior Design Services which may include:
 - 1) Schematic Design: Preliminary colorboards and interior design sketch perspectives to communicate spatial relationships, preliminary furniture selections, material types and color and texture palette/selections for all finish materials with the CA. Provide single copies of preliminary colorboards.

2) Phase II: Design Development:

- a. Provide detailed Equipment and Furnishing Schedules: Provide a listing of at least three sources for each furniture type from vendors listed on state and local contracts or purchasing agreements. Provide documentation for each furniture item which includes manufacturer's and/or vendor discounts, installation and freight costs, dimensions, finishes available, furniture features, pricing and furniture lead times.
- b. Provide Detailed Equipment and Furnishing Drawings: Provide layouts elevations, preliminary systems furniture workstation plates and isometric drawings indicating the locations, scale and proposed arrangement of all furniture and equipment items including those that will be provided by the Contractor and those that will be provided by the CA or others. Provide a symbols legend and unique identifiers for each piece of furniture or equipment corresponding to those established in the Equipment and Furnishing Schedules described above. Coordinate with CA concerning standardized color coding of Equipment and Furnishing drawings necessary to facilitate internal CA review and coordination of equipment and furnishings. Ensure that all illustrated furniture items are drawn to manufacturer's dimensions and are not generic templates or blocks which may not accurately reflect the size and configuration of proposed furniture or equipment items.

3) Phase III: Construction Contract Documents Development

- a. Provide Updated Detailed Equipment and Furnishing Drawings and detailed Equipment and Furnishing Schedules indicating "In Contract" and "Not In Contract" furniture and equipment items, loose furniture and systems furniture.
- b. Systems Furniture: Provide systems furniture workstation plate drawings including a Panel Plan (showing panel widths, heights and finishes), a Component Plan and Isometric (indicating all components to be provided within the project with a written description of each component by size, type and quantity and with an isometric drawing of workstations) and an Electrical Panel Plan (indicating electrical outlets, locations of system power entry, computer data and telephone receptacles).

- c. Loose Furniture and Equipment: Provide updated furniture floor plans indicating loose furniture and equipment items with symbols, legends, notes and indicators required for earlier submittals. Supplement with drawing notations concerning installation.
- d. Colorboards illustrating furniture selections and the selection of colors, finishes, textures and aesthetic qualities of all finish materials for final review and approval by the CA and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.
- e. Loose furniture detailed specifications and descriptive data coordinated through COUNTY's Purchasing Division (via the CA) in sufficient detail to allow procurement through the Purchasing Division:
 - 1. Manufacturer's Information
 - 2. Vendor State and Local Contract Listings
 - 3. Vendor Information
 - 4. Quantities
 - 5. Item numbers keying specifications to Furniture Floor Plans
 - 6. Manufacturer's Model Numbers
 - 7. Description, size, finishes and other information required to order furniture.
 - 8. Installation General Notes
- f. Systems furniture detailed specifications and descriptive data coordinated through COUNTY's Purchasing Division (via the CA) in sufficient detail to allow procurement through the Purchasing Division:
 - 1. Manufacturer's Information
 - 2. Vendor State and Local Contract Listings
 - 3. Vendor Information
 - 4. Quantities
 - 5. Item numbers keying specifications to Furniture Floor Plans
 - 6. Manufacturer's Model Numbers
 - 7. Description, size, finishes and other information required to order furniture.
 - 8. Installation General Notes

4) Phase IV: Bidding and Award of Contracts

- a. Provide assistance to the CA's and Purchasing Division's acquisition of furniture, fixtures equipment by participating in pre-bid meetings and assisting with analysis of submitted bids, substitution requests and other administrative matters related to COUNTY's procurement process.

5) Phase V: Administration of the Construction Contract

- a. Provide assistance to the CA by providing on-site observation of installation of substrate materials, anchorages and other construction items that impact the subsequent placement/installation of furniture/fixtures and equipment.

6) Phase VI: Warranty Administration and Post-Occupancy Services:

- a. Provide direct supervision of the delivery, installation and testing of furniture, fixtures and equipment items. Provide inventory control and shipping verification to CA.
- b. Provide Warranty Administration and support for furniture, fixtures and equipment for a minimum one year post-installation period (starting from date installation receives inspection and final acceptance by the CA) and extending through any extended or special warranty periods associated with individual furniture, fixture or equipment items.
- c. Participate in CA's Post Occupancy Evaluations.

(B) Renderings: Providing renderings, perspectives, sketches or other artistic representations of proposed facilities, improvements or other graphic materials as required by the CA. Such renderings shall include submittal of several simple studies of proposed perspective drawings indicating suggestions for angles of view and general composition of a rendering. Upon approval of a perspective format, CONSULTANT shall execute and submit:

- 1) One (1) 20" x 30" matted, framed and glassed color perspective rendering(s) of the Project.
- 2) Five (5) smaller 10" x 15" framed color photographic copies of the original rendering(s). (Color Xerox copies are not acceptable.)

3) One (1) original and nine (9) duplicate 35 mm color photographic slides mounted in standard cardboard sleeves.

(C) Color Photography: CONSULTANT shall facilitate the CA's selection of a professional architectural photographer. CONSULTANT shall arrange for and participate in the CA's: review of photographer's past work, interview(s) with prospective photographers and photographer's tour of subject facilities. CONSULTANT shall assist photographer on day(s) of on-site photography and shall assist the CA in selecting photographs for printing. Number of photographs, media and photographer's compensation shall be subject to negotiations conducted with the photographer by the CONSULTANT and CA.

(D) Providing cost estimating scheduling services. Such estimate shall consist of a fully detailed estimate of probable construction cost projected to the expected time of bid (or other award of construction services) and containing sufficient detail to provide information necessary to evaluate compliance with the CA's Project. Format estimate and provide detail matching the organizational structure of the 2004 edition of Master Format as published by the Construction Specifications Institute to organize the estimate.

End of Attachment 1: SCOPE OF WORK

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: **Air-Transport IT Services, Inc.**

TITLE	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVERHEAD AT 138%	+	FRINGE AT 25%	+	PROFIT AT 10%	=	MAXIMUM RATE
			(\$/HR)		(\$/HR)		(\$/HR)		(\$/HR)
Software Engineer	\$45.00		\$62.10		\$11.25		\$11.84		\$130.19
Sr. Software Engineer	\$53.00		\$73.14		\$13.25		\$13.94		\$153.33
Software Eng. Manager	\$61.00		\$84.18		\$15.25		\$16.04		\$176.47
System Engineer	\$45.00		\$62.10		\$11.25		\$11.84		\$130.19
Sr. System Engineer	\$53.00		\$73.14		\$13.25		\$13.94		\$153.33
System Eng. Manager	\$61.00		\$84.18		\$15.25		\$16.04		\$176.47
Solution Engineer	\$45.00		\$62.10		\$11.25		\$11.84		\$130.19
Consultant	\$45.00		\$62.10		\$11.25		\$11.84		\$130.19
Sr. Solution Engineer	\$53.00		\$73.14		\$13.25		\$13.94		\$153.33
Sr. Consultant	\$53.00		\$73.14		\$13.25		\$13.94		\$153.33
Solution Manager	\$64.00		\$88.32		\$16.00		\$16.83		\$185.15
Project Manager	\$64.00		\$88.32		\$16.00		\$16.83		\$185.15
Sr. Project Manager	\$74.00		\$102.12		\$18.50		\$19.46		\$214.08
Project Executive	\$74.00		\$102.12		\$18.50		\$19.46		\$214.08

Overhead (\$/Hr) = Raw Salary x Overhead %
Fringe (\$/Hr)=Raw Salary x Fringe %
Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %

ABOVE COMPUTATIONS RESULT IN AN OVERALL M 2.89

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: **Argus Consulting, Inc.**

TITLE	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVERHEAD AT 124%	+	FRINGE AT 40.1%	+	PROFIT AT 10%	=	MAXIMUM RATE
			(\$/HR)		(\$/HR)		(\$/HR)		
Principal	\$78.00		\$96.72		\$31.28		\$20.60		\$226.60
Sr. Assoc. Eng./PM (E8)	\$60.00		\$74.40		\$24.06		\$15.85		\$174.31
Assoc. Eng./PM (E7)	\$54.00		\$66.96		\$21.65		\$14.26		\$156.88
Sr. Engineer/PM(E6)	\$52.00		\$64.48		\$20.85		\$13.73		\$151.07
Staff Engineer (E5)	\$48.00		\$59.52		\$19.25		\$12.68		\$139.44
Staff Engineer (E4)	\$46.00		\$57.04		\$18.45		\$12.15		\$133.63
Engineer (E3)	\$44.00		\$54.56		\$17.64		\$11.62		\$127.82
Engineer (E2)	\$35.00		\$43.40		\$14.04		\$9.24		\$101.68
Junior Engineer (E1)	\$28.00		\$34.72		\$11.23		\$7.39		\$81.34
Senior Designer (D3)	\$34.00		\$42.16		\$13.63		\$8.98		\$98.77
Designer (D2)	\$33.00		\$40.92		\$13.23		\$8.72		\$95.87
Junior Designer (D1)	\$28.00		\$34.72		\$11.23		\$7.39		\$81.34
Sr. Tech./CADD Oper.(T3)	\$29.00		\$35.96		\$11.63		\$7.66		\$84.25
Tech./CADD Operator(T2)	\$26.00		\$32.24		\$10.43		\$6.87		\$75.53
Junior Technician (T1)	\$22.00		\$27.28		\$8.82		\$5.81		\$63.91
Project Controller (A4)	\$60.00		\$74.40		\$24.06		\$15.85		\$174.31
Finance Manager (A3)	\$30.00		\$37.20		\$12.03		\$7.92		\$87.15
Technical Assistant (A2)	\$23.00		\$28.52		\$9.22		\$6.07		\$66.82
Admin. Assistant (A1)	\$20.00		\$24.80		\$8.02		\$5.28		\$58.10

Overhead (\$/Hr) = Raw Salary x Overhead %
Fringe (\$/Hr)=Raw Salary x Fringe %
Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %

ABOVE COMPUTATIONS RESULT IN AN OVERALL M 2.90

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: **CAGE, Inc.**

TITLE	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVERHEAD AT 107% (\$/HR)	+	FRINGE AT 23% (\$/HR)	+	PROFIT AT 10% (\$/HR)	=	MAXIMUM RATE (\$/HR)
Principal	\$69.19		NA		NA		NA		\$185.65
Senior Project Manager	\$50.01		\$53.51		\$11.50		\$11.50		\$126.53
Project Manager	\$41.08		\$43.96		\$9.45		\$9.45		\$103.93
Senior Designer	\$35.72		\$38.22		\$8.22		\$8.22		\$90.37
Inspections Manager	\$28.57		\$30.57		\$6.57		\$6.57		\$72.28
Sr. Technician (CADD)	\$26.79		\$28.67		\$6.16		\$6.16		\$67.78
Scheduler	\$26.79		\$28.67		\$6.16		\$6.16		\$67.78
Administrative	\$23.21		\$24.83		\$5.34		\$5.34		\$58.72

Overhead (\$/Hr) = Raw Salary x Overhead %
Fringe (\$/Hr)=Raw Salary x Fringe %
Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %

ABOVE COMPUTATIONS RESULT IN AN OVERALL N 2.53

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: **Cherokee Enterprise, Inc.**

TITLE	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVERHEAD AT 138% (\$/HR)	+	FRINGE AT 25% (\$/HR)	+	PROFIT AT 10% (\$/HR)	=	MAXIMUM RATE (\$/HR)
Principal	\$62.50		NA		NA		NA		\$175.00
Sr. PM (Registered))	\$53.57		\$73.93		\$13.39		\$14.09		\$154.98
Senior Project Manager	\$50.00		\$69.00		\$12.50		\$13.15		\$144.65
PM (Registered)	\$46.43		\$64.07		\$11.61		\$12.21		\$134.32
Project Manager	\$41.07		\$56.68		\$10.27		\$10.80		\$118.82
Sr. Eng./Arch. (Reg'd)	\$53.57		\$73.93		\$13.39		\$14.09		\$154.98
Eng./Arch. (Reg'd)	\$42.86		\$59.15		\$10.72		\$11.27		\$123.99
Senior Designer	\$35.71		\$49.28		\$8.93		\$9.39		\$103.31
Graduate Designer/Arch.	\$30.36		\$41.90		\$7.59		\$7.98		\$87.83
Intern/Analyst	\$30.36		\$41.90		\$7.59		\$7.98		\$87.83
Senior Technician (CADD)	\$26.79		\$36.97		\$6.70		\$7.05		\$77.50
Technician (CADD)	\$23.21		\$32.03		\$5.80		\$6.10		\$67.15
Senior Environmentalist	\$42.86		\$59.15		\$10.72		\$11.27		\$123.99
Scientist	\$30.36		\$41.90		\$7.59		\$7.98		\$87.83
Inspections Manager	\$28.57		\$39.43		\$7.14		\$7.51		\$82.65
Senior Inspector	\$28.57		\$39.43		\$7.14		\$7.51		\$82.65
Inspector	\$25.00		\$34.50		\$6.25		\$6.58		\$72.33
Administrative	\$23.21		\$32.03		\$5.80		\$6.10		\$67.15
Permit Specialist	\$35.71		\$49.28		\$8.93		\$9.39		\$103.31
Computer Technician	\$26.79		\$36.97		\$6.70		\$7.05		\$77.50
Senior Estimator	\$35.71		\$49.28		\$8.93		\$9.39		\$103.31
Estimator	\$26.79		\$36.97		\$6.70		\$7.05		\$77.50
Survey Crew (2 Person)	\$48.21		\$66.53		\$12.05		\$12.68		\$139.47
Survey Crew (3 Person)	\$58.93		\$81.32		\$14.73		\$15.50		\$170.48
Scheduler	\$26.79		\$36.97		\$6.70		\$7.05		\$77.50
Equipment Operator	\$32.14		\$44.35		\$8.04		\$8.45		\$92.98

Overhead (\$/Hr) = Raw Salary x Overhead %
Fringe (\$/Hr)=Raw Salary x Fringe %
Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %
ABOVE COMPUTATIONS RESULT IN AN OVERALL M 2.893

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: CMS-Construction Management Services,

	MAXIMUM RAW HOURLY SALARY (\$/HR)		OVERHEAD AT 124% (\$/HR)		FRINGE AT 35% (\$/HR)		PROFIT AT 10% (\$/HR)		MAXIMUM RATE (\$/HR)
TITLE		+		+		+		=	
Principal	\$65.16		NA		NA		NA		\$185.65
Project Manager	\$43.56		\$54.01		\$15.25		\$11.28		\$124.10
Senior Inspector	\$30.30		\$37.57		\$10.61		\$7.85		\$86.32
Administrative	\$24.62		\$30.53		\$8.62		\$6.38		\$70.14
Senior Estimator	\$37.88		\$46.97		\$13.26		\$9.81		\$107.92
Estimator	\$28.41		\$35.23		\$9.94		\$7.36		\$80.94
Scheduler	\$28.41		\$35.23		\$9.94		\$7.36		\$80.94

Overhead (\$/Hr) = Raw Salary x Overhead %
Fringe (\$/Hr)=Raw Salary x Fringe %
Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %

ABOVE COMPUTATIONS RESULT IN AN OVERALL M 2.84

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: **DeRose Design Consultants, Inc.**

	MAXIMUM RAW HOURLY SALARY		OVERHEAD AT 124.01%		FRINGE AT 39.52%		PROFIT AT 10.00%		MAXIMUM RATE
TITLE	(\$/HR)	+	(\$/HR)	+	(\$/HR)	+	(\$/HR)	=	(\$/HR)
Principal	\$85.00		\$105.41		\$33.59		\$22.40		\$246.40
Project Manager	\$60.00		\$74.41		\$23.71		\$15.81		\$173.93
Senior Engineer	\$55.00		\$68.21		\$21.74		\$14.49		\$159.44
Engineer	\$45.00		\$55.80		\$17.78		\$11.86		\$130.45
Senior Designer	\$35.00		\$43.40		\$13.83		\$9.22		\$101.46
Junior Designer	\$25.00		\$31.00		\$9.88		\$6.59		\$72.47
CADD Operator	\$21.00		\$26.04		\$8.30		\$5.53		\$60.88
Secretary	\$18.00		\$22.32		\$7.11		\$4.74		\$52.18

Overhead (\$/Hr) = Raw Salary x Overhead %
 Fringe (\$/Hr)=Raw Salary x Fringe %
 Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %

ABOVE COMPUTATIONS RESULT IN AN OVERALL N 2.90

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: **Gresham, Smith and Partners**

TITLE	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVERHEAD AT 138.82%	+	FRINGE AT 33.42%	+	PROFIT AT 6.52%	=	MAXIMUM RATE
	(\$/HR)		(\$/HR)		(\$/HR)		(\$/HR)		(\$/HR)
Principal	\$79.33		\$110.13		\$26.51		\$14.08		\$230.05
Sr. PM (Registered)	\$71.15		\$98.77		\$23.78		\$12.63		\$206.33
Senior Project Manager	\$72.12		\$100.12		\$24.10		\$12.80		\$209.14
Sr. Architect (Registered)	\$61.06		\$84.76		\$20.41		\$10.84		\$177.07
Architect (Registered)	\$55.29		\$76.75		\$18.48		\$9.81		\$160.34
Senior Designer	\$61.06		\$84.76		\$20.41		\$10.84		\$177.07
Intern Architect	\$30.53		\$42.38		\$10.20		\$5.42		\$88.53
Sr. Technician (CADD)	\$38.46		\$53.39		\$12.85		\$6.83		\$111.53
Technician (CADD)	\$26.50		\$36.79		\$8.86		\$4.70		\$76.85
Senior Interior Designer	\$50.84		\$70.58		\$16.99		\$9.02		\$147.43
Interior Designer	\$31.25		\$43.38		\$10.44		\$5.55		\$90.62
LEED/Sust. Designer	\$48.08		\$66.74		\$16.07		\$8.53		\$139.43
EMS/Sust. Master Planner	\$69.23		\$96.11		\$23.14		\$12.29		\$200.76
Specification Writer	\$59.13		\$82.08		\$19.76		\$10.50		\$171.47
Sr. Struct. Eng. (Reg'd)	\$63.94		\$88.76		\$21.37		\$11.35		\$185.42
Structural Eng. (Reg'd)	\$39.66		\$55.06		\$13.25		\$7.04		\$115.01
Project Engineer (EIT)	\$27.16		\$37.70		\$9.08		\$4.82		\$78.76
Envir. Graphics Sr. Des.	\$50.04		\$69.47		\$16.72		\$8.88		\$145.11
Envir. Graphics Designer	\$44.57		\$61.87		\$14.90		\$7.91		\$129.25
Administrative Assistant	\$31.97		\$44.38		\$10.68		\$5.67		\$92.71
Senior Roadway Designer	\$76.92		\$106.78		\$25.71		\$13.65		\$223.06
Sr. Transportation Eng.	\$77.40		\$107.45		\$25.87		\$13.74		\$224.45
Transportation Engineer	\$47.12		\$65.41		\$15.75		\$8.36		\$136.64
Sr. Construction Admin.	\$62.23		\$86.39		\$20.80		\$11.05		\$180.46
Construction Admin.	\$40.14		\$55.72		\$13.41		\$7.12		\$116.40

Overhead (\$/Hr) = Raw Salary x Overhead %
Fringe (\$/Hr)=Raw Salary x Fringe %
Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %

ABOVE COMPUTATIONS RESULT IN AN OVERALL N 2.90

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: Keith and Associates, Inc.

TITLE	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVERHEAD AT 87.93% (\$/HR)	+	FRINGE AT 38.39% (\$/HR)	+	PROFIT AT 10.00% (\$/HR)	=	MAXIMUM RATE (\$/HR)
Principal Project Manager	\$100.00		\$87.93		\$38.39		\$22.63		\$248.95
Sr. Project Manager	\$85.00		\$74.74		\$32.63		\$19.24		\$211.61
Project Manager	\$60.00		\$52.76		\$23.03		\$13.58		\$149.37
Construction Manager	\$55.00		\$48.38		\$21.11		\$12.45		\$136.92
Assist. Project Manager	\$50.00		\$43.97		\$19.20		\$11.32		\$124.48
Project Engineer	\$40.00		\$35.17		\$15.36		\$9.05		\$99.58
Doc. Controls Admin.	\$25.00		\$21.98		\$9.60		\$5.66		\$62.24
Senior RPR	\$45.00		\$39.57		\$17.28		\$10.18		\$112.03
RPR Inspector	\$40.00		\$35.17		\$15.36		\$9.05		\$99.58
RPR Junior Inspector	\$30.00		\$26.38		\$11.52		\$6.79		\$74.69
Cost / Contracts Controls	\$35.00		\$30.78		\$13.44		\$7.92		\$87.13
Construction Admin	\$25.00		\$21.98		\$9.60		\$5.66		\$62.24
Administrative Assistant	\$20.00		\$17.59		\$7.68		\$4.53		\$49.79
Sr. Professional Eng. (PE)	\$75.00		\$65.95		\$28.79		\$16.97		\$186.71
Design Engineer II	\$45.00		\$39.57		\$17.28		\$10.18		\$112.03
Design Engineer I	\$30.00		\$26.38		\$11.52		\$6.79		\$74.69
Prof'l Surveyor (PSM)	\$50.00		\$43.97		\$19.20		\$11.32		\$124.48
Surveyor I	\$28.00		\$24.62		\$10.75		\$6.34		\$69.71
Surveyor II	\$38.00		\$33.41		\$14.59		\$8.60		\$94.60
CADD Operator/Technician	\$20.00		\$17.59		\$7.68		\$4.53		\$49.79
GIS Specialist	\$36.24		\$31.87		\$13.91		\$8.20		\$90.22
Survey Crew - 2 Man	\$40.25		\$35.39		\$15.45		\$9.11		\$100.20
Survey Crew - 3 Man	\$58.00		\$51.00		\$22.27		\$13.13		\$144.39
Survey Crew - 4 Man	\$75.00		\$65.95		\$28.79		\$16.97		\$186.71
Senior Permit Expeditor	\$60.00		\$52.76		\$23.03		\$13.58		\$149.37
Permit Expeditor	\$40.00		\$35.17		\$15.36		\$9.05		\$99.58
Senior Planner	\$50.00		\$43.97		\$19.20		\$11.32		\$124.48
Planner	\$30.00		\$26.38		\$11.52		\$6.79		\$74.69
Senior Utility Coordinator	\$50.00		\$43.97		\$19.20		\$11.32		\$124.48
Utility Coordinator	\$30.00		\$26.38		\$11.52		\$6.79		\$74.69
Utility Technician	\$20.00		\$17.59		\$7.68		\$4.53		\$49.79
Subsurface Designation - 2 Man									\$200.00
Vacuum Excavations - 2 Man									\$250.00
Vacuum Excavations Pervious							Per Hole / Each		\$290.00
Vacuum Excavations Impervious							Per Hole / Each		\$440.00
Vacuum Excavations Pervious (Airside)							Per Hole / Each		\$400.00
Vacuum Excavations Impervious (Airside)							Per Hole / Each		\$550.00
Maintenance of Traffic (SUE)							Per Day		\$150.00
Overhead (\$/Hr) = Raw Salary x Overhead %									
Fringe (\$/Hr)=Raw Salary x Fringe %									
Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %									
ABOVE COMPUTATIONS RESULT IN AN OVERALL ML					2.49				

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: LAKDAS/YOHALEM Engineering, Inc.

TITLE	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVERHEAD AT 138% (\$/HR)	+	FRINGE AT 25% (\$/HR)	+	PROFIT AT 10% (\$/HR)	=	MAXIMUM RATE (\$/HR)
Principal	\$58.27		\$80.41		\$14.57		\$15.33		\$168.58
Project Manager (Registered)	\$42.00		\$57.96		\$10.50		\$11.05		\$121.51
Project Manager	\$35.00		\$48.30		\$8.75		\$9.21		\$101.26
Senior Designer	\$33.00		\$45.54		\$8.25		\$8.68		\$95.47
Senior Inspector	\$30.00		\$41.40		\$7.50		\$7.89		\$86.79
Inspector	\$28.00		\$38.64		\$7.00		\$7.36		\$81.00
Technician (CADD)	\$23.00		\$31.74		\$5.75		\$6.05		\$66.54
Administrative	\$17.31		\$23.89		\$4.33		\$4.55		\$50.08

Overhead (\$/Hr) = Raw Salary x Overhead %
Fringe (\$/Hr)=Raw Salary x Fringe %
Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %

ABOVE COMPUTATIONS RESULT IN AN OVERALL N 2.89

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: **PMCM2**

TITLE	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVERHEAD AT 118%	+	FRINGE AT 44%	+	PROFIT AT 10.0%	=	MAXIMUM RATE
			(\$/HR)		(\$/HR)		(\$/HR)		(\$/HR)
Principal	\$62.58		NA		NA		NA		\$180.25
Senior Project Manager	\$51.85		\$61.18		\$22.81		\$13.58		\$149.43
Project Manager	\$42.59		\$50.26		\$18.74		\$11.16		\$122.74
Sr. Technician (CADD)	\$27.77		\$32.77		\$12.22		\$7.28		\$80.03
Technician (CADD)	\$24.06		\$28.39		\$10.59		\$6.30		\$69.34
Senior Inspector	\$37.50		\$44.25		\$16.50		\$9.83		\$108.08
Inspector	\$25.75		\$30.39		\$11.33		\$6.75		\$74.21
Administrative	\$24.06		\$28.39		\$10.59		\$6.30		\$69.34
Computer Technician	\$27.77		\$32.77		\$12.22		\$7.28		\$80.03
Senior Estimator	\$37.03		\$43.70		\$16.29		\$9.70		\$106.72
Estimator	\$27.77		\$32.77		\$12.22		\$7.28		\$80.03
Estimator Manager	\$51.85		\$61.18		\$22.81		\$13.58		\$149.43
Senior Scheduler	\$42.00		\$49.56		\$18.48		\$11.00		\$121.04
Scheduler Manager	\$51.85		\$61.18		\$22.81		\$13.58		\$149.43
Assist. Project Manager	\$40.00		\$47.20		\$17.60		\$10.48		\$115.28
Financial Analyst	\$35.00		\$41.30		\$15.40		\$9.17		\$100.87

Overhead (\$/Hr) = Raw Salary x Overhead %
Fringe (\$/Hr)=Raw Salary x Fringe %
Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %

ABOVE COMPUTATIONS RESULT IN AN OVERALL M 2.88

EXHIBIT "B" SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: Fort Lauderdale-Hollywood International Airport
Consultant: Reynolds, Smith and Hills, Inc.

EMPLOYEE TITLE	MAXIMUM RAW HOURLY SALARY (\$/HR)	OVERHEAD AT 111.93%	FRINGE AT 51.78%	PROFIT AT 10.00%	MAXIMUM RATE
	+	+	+	=	
	(\$/HR)	(\$/HR)	(\$/HR)	(\$/HR)	(\$/HR)
Regional Director VP (X05)	\$84.00	\$94.02	\$43.50	\$22.15	\$243.67
Project Officer VP (X05)	\$80.00	\$89.54	\$41.42	\$21.10	\$232.06
Project Director VP (X05)	\$70.00	\$78.35	\$36.25	\$18.46	\$203.06
Senior Project Manager EV (E05)	\$90.00	\$100.74	\$46.60	\$23.73	\$261.07
Project Manager (E04)	\$70.00	\$78.35	\$36.25	\$18.46	\$203.06
Engineer V (E05)	\$90.00	\$100.74	\$46.60	\$23.73	\$261.07
Engineer IV (E04)	\$70.00	\$78.35	\$36.25	\$18.46	\$203.06
Engineer III (E03)	\$57.00	\$63.80	\$29.51	\$15.03	\$165.35
Engineer II (E02)	\$48.00	\$53.73	\$24.85	\$12.66	\$139.24
Engineer I (E01)	\$35.00	\$39.18	\$18.12	\$9.23	\$101.53
Architect V (A05)	\$83.00	\$92.90	\$42.98	\$21.89	\$240.77
Architect IV (A04)	\$59.00	\$66.04	\$30.55	\$15.56	\$171.15
Architect III (A03)	\$49.00	\$54.85	\$25.37	\$12.92	\$142.14
Architect II (A02)	\$40.00	\$44.77	\$20.71	\$10.55	\$116.03
Architect I (A01)	\$32.00	\$35.82	\$16.57	\$8.44	\$92.83
Planner V (Q05)	\$68.00	\$76.11	\$35.21	\$17.93	\$197.26
Planner IV (Q04)	\$62.00	\$69.40	\$32.10	\$16.35	\$179.85
Planner III (Q03)	\$55.00	\$61.56	\$28.48	\$14.50	\$159.54
Planner II (Q02)	\$33.00	\$36.94	\$17.09	\$8.70	\$95.73
Planner I (Q01)	\$28.00	\$31.34	\$14.50	\$7.38	\$81.22
Tech/Designer V (T05)	\$62.00	\$69.40	\$32.10	\$16.35	\$179.85
Tech/Designer IV (T04)	\$44.00	\$49.25	\$22.78	\$11.60	\$127.64
Tech/Designer III (T03)	\$40.00	\$44.77	\$20.71	\$10.55	\$116.03
Tech/Designer II (T02)	\$31.00	\$34.70	\$16.05	\$8.18	\$89.93
Tech/Designer I (T01)	\$23.00	\$25.74	\$11.91	\$6.07	\$66.72
Environmental Specialist V (E14)	\$66.00	\$73.87	\$34.17	\$17.40	\$191.45
Environmental Specialist IV (E13)	\$62.00	\$69.40	\$32.10	\$16.35	\$179.85
Environmental Specialist III (E12)	\$43.00	\$48.13	\$22.27	\$11.34	\$124.73
Environmental Specialist II (E11)	\$33.00	\$36.94	\$17.09	\$8.70	\$95.73
Environmental Specialist I (E10)	\$27.00	\$30.22	\$13.98	\$7.12	\$78.32
Administrative Assistant IV (O63)	\$32.00	\$35.82	\$16.57	\$8.44	\$92.83
Administrative Assistant III (O62)	\$30.00	\$33.58	\$15.53	\$7.91	\$87.02
Administrative Assistant II (O61)	\$29.00	\$32.46	\$15.02	\$7.65	\$84.12
Administrative Assistant I (O60)	\$20.00	\$22.39	\$10.36	\$5.27	\$58.02
Interior Designer V (I95)	\$52.00	\$58.20	\$26.93	\$13.71	\$150.84
Interior Designer IV (I94)	\$34.00	\$38.06	\$17.61	\$8.97	\$98.63
Interior Designer III (I93)	\$33.00	\$36.94	\$17.09	\$8.70	\$95.73
Interior Designer II (I92)	\$23.00	\$25.74	\$11.91	\$6.07	\$66.72
Interior Designer I (I91)	\$20.00	\$22.39	\$10.36	\$5.27	\$58.02
Document Coordinator IV (M63)	\$32.00	\$35.82	\$16.57	\$8.44	\$92.83
Document Coordinator III (M62)	\$30.00	\$33.58	\$15.53	\$7.91	\$87.02
Document Coordinator II (M61)	\$29.00	\$32.46	\$15.02	\$7.65	\$84.12

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: Fort Lauderdale-Hollywood International Airport
Consultant: **Reynolds, Smith and Hills, Inc.**

TITLE	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVERHEAD AT 111.93%	+	FRINGE AT 51.78%	+	PROFIT AT 10.00%	=	MAXIMUM RATE
			(\$/HR)		(\$/HR)		(\$/HR)		(\$/HR)
Document Coordinator I (M60)	\$23.00		\$25.74		\$11.91		\$6.07		\$66.72
Landscape Architect V (P05)	\$62.00		\$69.40		\$32.10		\$16.35		\$179.85
Landscape Architect IV (P04)	\$43.00		\$48.13		\$22.27		\$11.34		\$124.73
Landscape Architect III (P03)	\$37.00		\$41.41		\$19.16		\$9.76		\$107.33
Landscape Architect II (P02)	\$27.00		\$30.22		\$13.98		\$7.12		\$78.32
Landscape Architect I (P01)	\$22.00		\$24.62		\$11.39		\$5.80		\$63.82
IT Specialist IV (O12)	\$42.00		\$47.01		\$21.75		\$11.08		\$121.83
IT Specialist III (O11)	\$41.00		\$45.89		\$21.23		\$10.81		\$118.93
IT Specialist II (S02)	\$31.00		\$34.70		\$16.05		\$8.18		\$89.93
Financial Specialist V (Q05)	\$69.00		\$77.23		\$35.73		\$18.20		\$200.16
Field Representative V (F05)	\$48.00		\$53.73		\$24.85		\$12.66		\$139.24
Field Representative IV (F04)	\$44.00		\$49.25		\$22.78		\$11.60		\$127.64
Field Representative III (F03)	\$39.00		\$43.65		\$20.19		\$10.28		\$113.13
Field Representative II (F02)	\$28.00		\$31.34		\$14.50		\$7.38		\$81.22
Field Representative I (F01)	\$26.00		\$29.10		\$13.46		\$6.86		\$75.42
Accounting Specialist III (S74)	\$31.00		\$34.70		\$16.05		\$8.18		\$89.93
Accounting Specialist II (S73)	\$25.00		\$27.98		\$12.95		\$6.59		\$72.52
OVERALL MULTIPLIER									\$2.90
Overhead (\$/Hr) = Raw Salary x Overhead % Fringe (\$/Hr)=Raw Salary x Fringe % Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit % ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF:									
						2.90			

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: **Rolf Jensen & Associates, Inc.**

TITLE	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVERHEAD AT 128% (\$/HR)	+	FRINGE AT 36% (\$/HR)	+	PROFIT AT 10% (\$/HR)	=	MAXIMUM RATE (\$/HR)
Sr. Eng, FPE (Registered)	\$51.20		\$65.54		\$18.43		\$13.52		\$148.68
Engineer (Registered)	\$42.55		\$54.46		\$15.32		\$11.23		\$123.57
Assist Eng/Sr. Designer	\$34.13		\$43.69		\$12.29		\$9.01		\$99.11

Overhead (\$/Hr) = Raw Salary x Overhead %
Fringe (\$/Hr)=Raw Salary x Fringe %
Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %

ABOVE COMPUTATIONS RESULT IN AN OVERALL M 2.90

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: ICF SH&E

[illegible]

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: **Singer Architects**

[illegible]

SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION
Facility Name: FLL
Consultant: **Tierra South Florida, Inc.**

	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVERHEAD AT 119.00% (\$/HR)	+	FRINGE AT 51.35% (\$/HR)	+	PROFIT AT 7.20% (\$/HR)	=	MAXIMUM RATE (\$/HR)
Principal	\$75.96		\$90.39		\$39.01		\$14.79		\$220.14
Project Manager	\$51.68		\$61.50		\$26.54		\$10.06		\$149.78
Senior Designer	\$53.85		\$64.08		\$27.65		\$10.48		\$156.07
Project Engineer	\$45.67		\$54.35		\$23.45		\$8.89		\$132.36
Senior Technician (CADD)	\$33.65		\$40.04		\$17.28		\$6.55		\$97.52
Secretary	\$22.12		\$26.32		\$11.36		\$4.31		\$64.11

Overhead (\$/Hr) = Raw Salary x Overhead %
Fringe (\$/Hr)=Raw Salary x Fringe %
Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %

ABOVE COMPUTATIONS RESULT IN AN OVERALL N 2.90

EXHIBIT "B"
SALARY COSTS

Project No: RLI# R0900601R1
Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)
Facility Name: FLL
Consultant: **TransSolutions, LLC**

TITLE	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVERHEAD AT 119.14%	+	FRINGE AT 48.33%	+	PROFIT AT 8.43%	=	MAXIMUM RATE
			(\$/HR)		(\$/HR)		(\$/HR)		(\$/HR)
Principal	\$75.00		\$89.36		\$36.25		\$16.91		\$217.51
Vice President	\$75.00		\$89.36		\$36.25		\$16.91		\$217.51
Project Manager	\$53.85		\$64.16		\$26.03		\$12.14		\$156.17
Senior Planner	\$35.71		\$42.54		\$17.26		\$8.05		\$103.57
Planner	\$32.45		\$38.66		\$15.68		\$7.32		\$94.11
Administrative Assistant	\$17.17		\$20.46		\$8.30		\$3.87		\$49.80

Overhead (\$/Hr) = Raw Salary x Overhead %
Fringe (\$/Hr)=Raw Salary x Fringe %
Profit (\$/Hr)=(Raw Salary + Overhead + Fringe) x Profit %
ABOVE COMPUTATIONS RESULT IN AN OVERALL M 2.90

EXHIBIT "B-1"
KEY STAFFING PLAN

Gresham, Smith and Partners

STAFF NAME	TITLE
Grant Clifford	Principal
Jacob Wohlgemuth	Senior Project Manager (Registered)
Wilson Rayfield	Senior Designer

Singer Architects

STAFF NAME	TITLE
Roger Lebida	Principal
Teen Woon	Design Manager

Reynolds, Smith and Hills

STAFF NAME	TITLE
Mahesh Adhyaru	Project Manager/Engineer IV
Brian McInerney	Engineer III
Andrew Lee	Engineer III

Lakdas Yohalem

STAFF NAME	TITLE
Lakdas Nanayakkara	Principal

DeRose Design Consultants

STAFF NAME	TITLE
Marek Solski	Project Manager
Christopher Covalt	Senior Engineer

Keith and Associates, Inc.

STAFF NAME	TITLE
Adolphine Keith-Kazowick	Senior Project Manager/Principal

Cherokee Enterprises, Inc.

STAFF NAME	TITLE
Jeff Northrup	Principal

Tierra South Florida, Inc.

STAFF NAME	TITLE
Raj Krisnasay	Principal

EXHIBIT “B-1”(continued)
KEY STAFFING PLAN

CAGE, Inc.

STAFF NAME	TITLE
Kevin Joseph	Principal
John Rogerson	Senior Project Manager

Simat, Helliesen & Eichner (SH&E)

STAFF NAME	TITLE
Stephen Freibrun	Principal

Air-Transport IT Services, Inc.

STAFF NAME	TITLE
Jerry Oliver	Senior Project Manager
Jerry Dale	Solution Manager

Argus Consulting, Inc.

STAFF NAME	TITLE
Jon Currier	Principal

Rolf, Jensen & Associates, Inc.

STAFF NAME	TITLE
Bryce Wentworth	Senior Engineer (Registered)

TransSolutions, Inc.

STAFF NAME	TITLE
Eric Miller	Principal

PMCM2

STAFF NAME	TITLE
Nathaniel King	Principal

Construction Management Services

STAFF NAME	TITLE
Armon Emery	Principal

EXHIBIT "C"

SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: R0900601R1
 Project Title: Terminal Modernization (1, 2, and 3)
 Facility Name: Fort Lauderdale-Hollywood International Airport (FLL)

No.	Firm Name	Discipline	Scope
	Gresham, Smith and Partners	Architecture /Engineering	Project Management Architecture Interior Design Passenger Security Screening BHS Integration Environment Graphics Structural Engineering Roadway Design Garage Design LEED/Sustainability Construction Admin RPR
	Singer Architects	Architecture	Project Management Architecture
	Reynolds, Smith & Hills, Inc.	Engineering	Civil Engineering Mechanical Engineering Electrical Engineering Plumbing Engineering Fire Protection Communications
	Lakdas Yohalem Engineering, Inc.	Engineering	Structural Engineering

EXHIBIT "C" (continued)
SCHEDULE OF SUBCONSULTANT PARTICIPATION

DeRose Design Consultants, Inc.	Engineering	Mechanical Engineering Electrical Engineering Plumbing Engineering Fire Protection Engineering
Keith & Associates, Inc.	Engineering	Civil Engineering Site Investigation Survey
Cherokee Enterprises, Inc.	Engineering	Environmental Services
Tierra South Florida, Inc.	Engineering	Geotechnical Material Testing
CAGE, Inc.	Baggage Handling	Baggage Handling
Simat, Helliesen & Eichner (SH&E)	Concessions	Concessions Consulting
Air-Transport IT Services, Inc.	Engineering	Communications
Argus Consulting, Inc.	Engineering	Hydrant Fuel Systems
Rolf, Jensen & Associates, Inc.	Code Consulting	Code Analysis
TransSolutions, Inc.	Simulation Modeling	Simulation Modeling
PMCM2	Cost / Scheduling	Scheduling Cost Estimate Review
Construction Management Services	Cost Estimating	Cost Estimating

EXHIBIT C-1- SCHEDULE OF CBE PARTICIPATION



SCHEDULE OF (CBE) PARTICIPATION

(Submit this form with an executed Letter of Intent from each CBE firm listed in this form)

Bid/RFI/RFPP #: R0000601R1		Project Location: Ft Lauderdale-Hollywood Int'l Airport		Date Form Submitted: Project Start Date: 2011	
Prime Contractor: Gresham, Smith & Partners		Address: 6030 Hollywood Blvd, Suite 210, Hollywood, Florida 33024			
Contact Person: Jay Wohlgemuth		Telephone #: 954-322-4417		Fax #: 954-651-8192	
CBE Subcontractor	CBE Expiration date	Address	Phone	Type of Work to be Performed	Sub-contract Amount (Agreed Price (\$) or Percentage (%))
Cherokee Enterprises Inc.	4.28.12	110 East Broward Blvd, Suite 1700 Fort Lauderdale, FL 33301	954-315-0158	Environmental Soils Testing	0.5%
CMS - Construction Management Services, Inc.	8.13.13	10 Fairway Drive, Suite 301 Deerfield Beach, FL 33441	954-4811611	Cost Estimating	2.0%
DeRose Design Consultants, Inc.	11.9.13	470 South Andrews Ave, Suite 206 Pompano Beach, FL 33069	954-942-7703	Mechanical, Electrical, Plumbing & Fire Protection Engineering	7.5%
Keith & Associates, Inc.	9.21.13	310 East Atlantic Boulevard, Pompano Beach, FL 33060	954-788-3400	Civil Engineering, Landscape Architecture, Utility Location, Surveying	2.5%
Lakdas Yohalem Engineering, Inc	9.17.13	2211 NE 54 th Street Fort Lauderdale, FL 33308	954-771-0630	Structural Engineering, Threshold Inspections, Garage Restoration	4.5%
PMCMs LLC	9.28.12	508 SE 11 th Court, Fort Lauderdale, FL 33316	954-302-9002	Scheduling, Constructability & Phasing, Cost Estimate Review	2.0%
Tierra Engineering	4.28.11	2209B NE 54 th St, Fort Lauderdale, FL 33308	954-267-9788	Geotechnical Engineering, Soils Testing, Structural Materials Testing	1.0%
			Total CBE Participation		20%
			Total Contract Amount		TBD
			CBE Subcontractor Participation Percentage		20%
			(Total amount allocated to CBEs divided by Total Contract Amount)		

This listing of a CBE shall constitute a representation by the bidder/responder to Broward County that such CBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by the Small Business Development Division and that submission of said information is an assertion of its accuracy, per the requirements of the Small Business Development Program.

I certify that the above information is true to the best of my knowledge:

Signature:

Title:

Principal / Division V.P.

Date:

4/19/11

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL (SBD) COMPLIANCE FORM 2008-SOP



LETTER OF INTENT

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

From (Name of Proposer/Bidder): Gresham, Smith and Partners

Firm Address: 6030 Hollywood Boulevard, Suite 210 Fort Lauderdale, FL 33024

Project Description: Terminal Modernization (1, 2, and 3) at Broward County Aviation Department at Fort Lauderdale-Hollywood International Airport

In response to Broward County's RLI/Bid No. R0900601R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Keith & Associates, Inc

Address of CBE Firm: 310 East Atlantic Boulevard, Pompano Beach, FL 33060

Expiration of CBE Certification: 9/28/13 Projected CBE Work Assignment (description of work

assignment): Civil Engineering, Landscape Architecture, Utility Location, Surveying

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 2.5%
(Dollar Amt or Percentage %)


(Signature of Owner or Authorized Rep. **Prime**)

4/19/11
(Date)

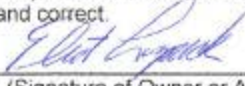
Print Name (owner or authorized Rep. **Prime**): Joseph F. Thompson

Subscribed and sworn to before me this 19th day of April, 20011

Notary's Signature Jackie M. Hall Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)

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


(Signature of Owner or Authorized Rep. **CBE**)

4-14-11
(Date)

Print Name (owner or authorized Rep. **CBE**): Eliot Lazowick

Subscribed and sworn to before me this 14th day of April, 20011

Notary's Signature Stephanie Buwell Notary Seal: _____





LETTER OF INTENT

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

From (Name of Proposer/Bidder): Gresham, Smith and Partners

Firm Address: 6030 Hollywood Boulevard, Suite 210 Fort Lauderdale, FL 33024

Project Description: Terminal Modernization (1, 2, and 3) at Broward County Aviation Department at Fort Lauderdale-Hollywood International Airport

In response to Broward County's RLI/Bid No. R0900601R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Cherokee Enterprises, Inc.

Address of CBE Firm: 110 East Broward Blvd, Suite 1700 Fort Lauderdale, FL 33301

Expiration of CBE Certification: 4/28/12 Projected CBE Work Assignment (description of work assignment): Environmental Soils Testing

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 5%
(Dollar Amt or Percentage %)

[Signature] 4/19/11
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Joseph F. Thompson

Subscribed and sworn to before me this 19th day of April 2011

Notary's Signature Jackie M. Hall Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)

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

[Signature] 4/18/2011
(Signature of Owner or Authorized Rep. CBE) (Date)

Print Name (owner or authorized Rep. CBE): Gabino Cuevas, PE, Chief Executive Officer

Subscribed and sworn to before me this 18th day of April 2011

Notary's Signature [Signature] Notary Seal: _____





LETTER OF INTENT

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

From (Name of Proposer/Bidder): Gresham, Smith and Partners

Firm Address: 6030 Hollywood Boulevard, Suite 210 Fort Lauderdale, FL 33024

Project Description: Terminal Modernization (1, 2, and 3) at Broward County Aviation Department at Fort Lauderdale-Hollywood International Airport

In response to Broward County's RLI/Bid No. R0900601R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: CMS - Construction Management Services, Inc.

Address of CBE Firm: 10 Fairway Drive, Suite 301 Deerfield Beach, FL 33441

Expiration of CBE Certification: 8/13/13 Projected CBE Work Assignment (description of work assignment): Cost Estimating

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 2%

(Dollar Amt or Percentage)

[Signature]
(Signature of Owner or Authorized Rep. Prime)

4/10/11
(Date)

Print Name (owner or authorized Rep. Prime): Joseph F. Thompson

Subscribed and sworn to before me this 19th day of April, 2011.

Notary's Signature: Debra L. Saylor

Notary Seal: My Commission Expires: March 4, 2013



(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)

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

[Signature]
(Signature of Owner or Authorized Rep. CBE)

April 14, 2011
(Date)

Print Name (owner or authorized Rep. CBE): Keith Emery

Subscribed and sworn to before me this 14th day of April, 2011.

Notary's Signature: Janis R. Wiley Notary Seal:

NOTARY PUBLIC-STATE OF FLORIDA
Janis R. Wiley
Commission # DD661428
Expires: MAY 29, 2011
BONDED THROUGH ATLANTIC BONDING CO., INC.





LETTER OF INTENT

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

From (Name of Proposer/Bidder): Gresham, Smith and Partners

Firm Address: 6030 Hollywood Boulevard, Suite 210 Fort Lauderdale, FL 33024

Project Description: Terminal Modernization (1, 2, and 3) at Broward County Aviation Department at Fort Lauderdale-Hollywood International Airport

In response to Broward County's RLI/Bid No. R0900601R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: DeRose Design Consultants, Inc.

Address of CBE Firm: 470 South Andrews Ave, Suite 206 pompano Beach, FL 33069

Expiration of CBE Certification: 11/9/13 Projected CBE Work Assignment (description of work assignment): Mechanical, Electrical, Plumbing & Fire Protection Engineering

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 7.5%
(Dollar Amt or Percentage %)

[Signature] 4/19/11
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Joseph F. Thompson

Subscribed and sworn to before me this 19th day of April, 2011

Notary's Signature Jacqueline M. Hall Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)

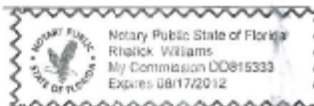
The undersigned intends to perform work in connection with the above Contract as (check one) an individual a partnership a corporation a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

[Signature] April 14, 2011
(Signature of Owner or Authorized Rep. CBE) (Date)

Print Name (owner or authorized Rep. CBE): Ann-M. DeRose

Subscribed and sworn to before me this 14 day of April, 2011

Notary's Signature [Signature] Notary Seal: _____





LETTER OF INTENT

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

From (Name of Proposer/Bidder): Gresham, Smith and Partners

Firm Address: 6030 Hollywood Boulevard, Suite 210 Fort Lauderdale, FL 33024

Project Description: Terminal Modernization (1, 2, and 3) at Broward County Aviation Department at Fort Lauderdale-Hollywood International Airport

In response to Broward County's RLI/Bid No. R0900601R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Lakdas Yohalem Engineering, Inc

Address of CBE Firm: 2211 NE 54th Street Fort Lauderdale, FL 33308

Expiration of CBE Certification: 9/17/13 Projected CBE Work Assignment (description of work

assignment): Structural Engineering, Threshold Inspections, Garage Restoration

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 4.5%
(Dollar Amt or Percentage %)

[Signature] 4/19/11
(Signature of Owner or Authorized Rep. **Prime**) (Date)

Print Name (owner or authorized Rep. **Prime**): Joseph F. Thompson

Subscribed and sworn to before me this 19th day of April, 2011

Notary's Signature [Signature] Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)

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

[Signature] April 14, 2011
(Signature of Owner or Authorized Rep. **CBE**) (Date)

Print Name (owner or authorized Rep. **CBE**): Lakdas Nanayakkara, P.E.

Subscribed and sworn to before me this 14th day of April, 2011.

Notary's Signature [Signature] Notary Seal: _____

NOTARY PUBLIC-STATE OF FLORIDA
Cindy L. Diaz
Commission # DD725551
Expires: FEB. 03, 2012
BONDED TRUST ATLANTIC BONDING CO., INC.



LETTER OF INTENT

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

From (Name of Proposer/Bidder): Gresham, Smith and Partners

Firm Address: 8030 Hollywood Boulevard, Suite 210 Fort Lauderdale, FL 33024

Project Description: Terminal Modernization (1, 2, and 3) at Broward County Aviation Department at Fort Lauderdale-Hollywood International Airport

In response to Broward County's RFI/Bid No. R0900601R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: PMCM² LLC

Address of CBE Firm: 506 SE 11th Court, Fort Lauderdale, FL 33316

Expiration of CBE Certification: 9/28/12 Projected CBE Work Assignment (description of work

assignment): Scheduling, Constructability & Phasing, Cost Estimate Review

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 2%
(Dollar Amt or Percentage %)

[Signature] 4/19/11
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Joseph F. Thompson

Subscribed and sworn to before me this 19th day of April, 20011

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

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)

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

[Signature] 4-15-2011
(Signature of Owner or Authorized Rep. CBE) (Date)

Print Name (owner or authorized Rep. CBE): NATHANIEL KING

Subscribed and sworn to before me this 15 day of APRIL, 20011

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



LETTER OF INTENT

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

From (Name of Proposer/Bidder): Gresham, Smith and Partners

Firm Address: 6030 Hollywood Boulevard, Suite 210 Fort Lauderdale, FL 33024

Project Description: Terminal Modernization (1, 2, and 3) at Broward County Aviation Department at Fort Lauderdale-Hollywood International Airport

In response to Broward County's RLI/Bid No. R0900601R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Tierra South Florida, Inc.

Address of CBE Firm: 2209 NE 54th St. Fort Lauderdale, FL 33308

Expiration of CBE Certification: 4/28/11 Projected CBE Work Assignment (description of work

assignment): Geotechnical Engineering, Soils Testing, Structural Materials Testing

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 1%

(Dollar Amt or Percentage %)



(Signature of Owner or Authorized Rep. Prime)

4/10/11

(Date)



Print Name (owner or authorized Rep. Prime): Joseph F. Thompson

Subscribed and sworn to before me this 10th day of April 2011

Notary's Signature: Debra L. Saylor Notary Seal: My Commission Expires: March 4, 2013

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)

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



(Signature of Owner or Authorized Rep. CBE)

4/14/2011

(Date)

Print Name (owner or authorized Rep. CBE): Raj Krishnasamy, P.E. / President

Subscribed and sworn to before me this 14 day of April 2011

Notary's Signature:  Notary Seal: _____

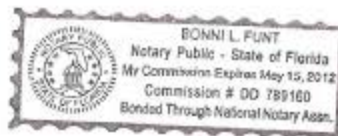


EXHIBIT "C-2"
CERTIFICATION OF PAYMENTS TO SUBCONCONSULTANTS AND SUPPLIERS

RLI/Bid/Contract No. R0900601R1

Project Title: TERMINAL MODERNIZATION (1, 2 AND 3)

The undersigned CONSULTANT hereby swears under penalty of perjury that:

1. CONSULTANT has paid all subconsultants and suppliers all undisputed contract obligations for labor, services, or materials provided on this project through _____, 20__.
2. The following subconsultants and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subconsultant/supplier name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____, 20__

CONSULTANT

By _____
(Signature)

By _____
(Name and Title)

EXHIBIT "C-2"
CERTIFICATION OF PAYMENTS TO SUBCONSULTANTS AND SUPPLIERS
(Continued)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person making acknowledgment)

(Name of officer taking acknowledgment)
typed, **printed or stamped**

(Title or rank)

My commission expires:

(Serial number, if any)

Report No.:

Contract #	Contract Amount	Date Form Submitted:
Project Description:	Project Completion Date:	
Prime Contractor:	Period Ending:	Amt. Paid to Prime:
Contact Person:	Telephone#: ()	Fax#: ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

[illegible]

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	Title:	Date:
------------	--------	-------

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR

FINAL (CBE) UTILIZATION REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:
Project Description:	Project Completion Date:	
Prime Contractor:	Period Ending:	Amt. Paid to Prime:
Contact Person:	Telephone# ()	Fax# ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

[illegible]

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature: _____

Title:

Date:

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR-F

EXHIBIT D
REIMBURSABLES

Reimbursable Expense Budget	\$900,000.00
-----------------------------	--------------

Reimbursable items include the following:

- Printing (Black & White and Color)
- CADD Plotting
- Office Supplies
- Postage / Freight
- Courier Services
- Out-of-Town Travel (Air Fare, Parking, Car Rental, Fuel, Mileage, Hotel, Meals)
- Telephone
- Miscellaneous (Film, Photography, Security Badge Fees, Batteries)
- Site Survey
- Material Testing
- Geotechnical Investigation

COUNTY will pay for all permit fees.

COUNTY shall pay for all LEED related fees to USGBC.

EXHIBIT "E"
RLI# R0900601R1

WORK AUTHORIZATION
NO. _____

Under Contract Administrator's
Award Authority for Services

CONSULTANT:

Project No.:

Project Title:

Facility Name:

This Work Authorization is between Broward County and CONSULTANT as required pursuant to an Agreement for professional services approved by the Broward County Board of County Commissioners on _____.

This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. "). Nothing contained in this work authorization shall alter, modify or change in any way the terms and conditions of the contract with the County.

Payment(s) for such services shall be in accordance with the Agreement.

Budget

Requisition Number

Department Name
Aviation Department

The time period for this Work Authorization will consist of ____ (____) calendar days or as set forth in the attachment hereto.

Fee Determination: Payment for services under this Work Authorization shall be as follows:

Lump Sum/Maximum Not-to-Exceed Labor Expenses

\$ _____

Reimbursable Expenses

\$ _____

Total Maximum Cost:

\$ _____

COUNTY

Broward County

Recommended by:

Project Manager _____ Date _____

Contract Administrator _____ Date _____

CONSULTANT

Attest:

By:

Secretary _____ Date _____

President/Vice President _____ Date _____

Corporate Seal

EXHIBIT "E-1"
RLI# R0900601R1

WORK AUTHORIZATION
NO. _____

Under Purchasing Director's
Award Authority for Services

CONSULTANT:

Project No.:

Project Title:

Facility Name:

This Work Authorization is between Broward County and CONSULTANT as required pursuant to an Agreement for professional services approved by the Broward County Board of County Commissioners on _____.

This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Nothing contained in this work authorization shall alter, modify or change in any way the terms and conditions of the contract with the County.

Payment(s) for such services shall be in accordance with the Agreement.

Budget

Requisition Number

Department Name
Aviation Department

The time period for this Work Authorization will consist of ____ () calendar days or as set forth in the attachment hereto.

Fee Determination: Payment for services under this Work Authorization shall be as follows:

Lump Sum/Maximum Not-to-Exceed Labor Expenses

\$ _____

Reimbursable Expenses

\$ _____

Total Maximum Cost:

\$ _____

COUNTY

Recommended by:

Broward County, through
its Director of Purchasing

Project Manager Date

Director of Purchasing Date

Contract Administrator Date

CONSULTANT

Attest:

By:

Secretary Date

Corporate Seal

President/Vice President Date

EXHIBIT "E-2"
RLI#R0900601R1

WORK AUTHORIZATION
NO. _____

Under Board of County Commissioner's
Award Authority for Services

CONSULTANT:

Project No.:

Project Title:

Facility Name:

This Work Authorization is between Broward County and CONSULTANT as required pursuant to an Agreement for professional services approved by the Broward County Board of County Commissioners on _____.

This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Nothing contained in this work authorization shall alter, modify or change in any way the terms and conditions of the contract with the County.

Payment(s) for such services shall be in accordance with the Agreement.

Budget _____

Requisition Number _____

Department Name
Aviation Department

The time period for this Work Authorization will consist of ____ calendar days or as set forth in the attachment hereto.

Fee Determination: Payment for services under this Work Authorization shall be as follows:

Lump Sum/Maximum Not-to-Exceed Labor Expenses

\$ _____

Reimbursable Expenses

\$ _____

Total Maximum Cost:

\$ _____

COUNTY

BROWARD County, through its
Board of County Commissioners
By: _____

County Administrator and Ex-Officio _____ Date _____
Clerk of the Board of County Commissioners
Broward County, Florida

Mayor _____ Date _____

Contract Administrator _____ Date _____

Project Manager _____ Date _____

Approved as to Insurance Requirements
by Risk Management
By: _____

Risk Manager

CONSULTANT

Attest:

By: _____

Secretary _____ Date _____

Corporate Seal

President/Vice President _____ Date _____

EXHIBIT “F”
Services and Budget per Terminal

The Fort-Lauderdale-Hollywood International Airport, owned and operated by Broward County, is seeking a CONSULTANT to provide professional architectural/engineering and construction administration services for modifications and improvements to optimize the use of the existing Terminal 1, 2, and 3 including coordination of the new configuration of Terminal 4, adjacent roadway system, and parking garages to provide a more efficient and useful service. The modifications and improvements in Terminal 1, 2, and 3 will improve the level of service of multiple terminal components including but not limited to the Transportation Security Administration (TSA) checkpoint screening areas, restrooms, the gate/holdroom areas, general concessions spaces, building design, wayfinding and finishes of the building. The specific areas for design include improved capability for the security checkpoint, increasing restrooms level of services, improved locations of concessions to improve revenue capacity, better and more efficient hold rooms, capacity to improve ability to seat passengers, providing design criteria packages for future in-line baggage screening devices and supporting area, and providing design for future baggage claim carousel replacement to increase capacity.

Task	Description of Services	Contract Amount
Item 1	<u>Terminal 1</u> General Architectural, Engineering, Construction Administration and Inspection services including but not limited to improvements to: hold room areas layout and seating, improvements to concession areas, improved capability at security checkpoints, flooring, interior walls and finishes in the concourses and restrooms, upgrade of ceilings and lighting, millwork, counters, electrical outlets and data, relocation of gate podiums, Flight Information Display System (FIDS) and amenities. The CONSULTANT shall pursue LEED Certification (Leadership in Energy and Environmental Design) strategies or LEED certification if applicable to scope of work. Evaluation of the extent to which Sustainable Design opportunities for this project will be explored and implementation will be at the discretion of the COUNTY. The scope of service may include, but not be limited to: site investigation, geotechnical engineering, civil engineering, transportation and traffic engineering, structural engineering, interior design environmental surveying and testing, Fire Protection, Mechanical, Electrical, and Plumbing (MEP), architectural/engineering design, including the analysis of how basic LEED certification will be achieved, telecommunications and data engineering, technology evaluation, fueling system design, bid/award assistance, permitting, preparation of contract documents, and other additional specialty CONSULTANTs for perform this complex project.	\$5,000,000

EXHIBIT “F” (continued)

Item 2	<u>Terminal 2</u> General Architectural, Engineering, Construction Administration and Inspection services including but not limited to: relocation of main public circulation corridors, improvements to hold room areas layout and seating, improvements to concession areas, improved capability at security checkpoints, flooring, interior walls and finishes in the concourses and restrooms, upgrade of ceilings and lighting, millwork, counters, electrical outlets and data, Flight Information Display System (FIDS) and amenities. The CONSULTANT shall pursue LEED Certification (Leadership in Energy and Environmental Design) strategies or LEED certification if applicable to scope of work. Evaluation of the extent to which Sustainable Design opportunities for this project will be explored and implementation will be at the discretion of the COUNTY. The scope of service may include, but not be limited to: site investigation, geotechnical engineering, civil engineering, transportation and traffic engineering, structural engineering, interior design environmental surveying and testing, Fire Protection, Mechanical, Electrical, and Plumbing (MEP), architectural/engineering design, including the analysis of how basic LEED certification will be achieved, telecommunications and data engineering, technology evaluation, fueling system design, bid/award assistance, permitting, preparation of contract documents, and other additional specialty CONSULTANTS for perform this complex project.	\$4,500,000
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EXHIBIT "F" (continued)

Item 3	<u>Terminal 3</u> General Architectural, Engineering, Construction Administration and Inspection services including but not limited to: removal of stairs and floor infill to maximize space, improvements to hold room areas layout and seating, improvements to concession areas, improved capability at security checkpoints, flooring, interior walls and finishes in the concourses and restrooms, upgrade of ceilings and lighting, millwork, counters, electrical outlets and data, relocation of gate podiums, Flight Information Display System (FIDS) and amenities. The CONSULTANT shall pursue LEED Certification (Leadership in Energy and Environmental Design) strategies or LEED certification if applicable to scope of work. Evaluation of the extent to which Sustainable Design opportunities for this project will be explored and implementation will be at the discretion of the COUNTY. The scope of service may include, but not be limited to: site investigation, geotechnical engineering, civil engineering, transportation and traffic engineering, structural engineering, interior design environmental surveying and testing, Fire Protection, Mechanical, Electrical, and Plumbing (MEP), architectural/engineering design, including the analysis of how basic LEED certification will be achieved, telecommunications and data engineering, technology evaluation, fueling system design, bid/award assistance, permitting, preparation of contract documents, and other additional specialty CONSULTANTS for perform this complex project.	\$3,000,000
--------	---	-------------

EXHIBIT “F” (continued)

Item 4	<u>Coordination of the new configuration of Terminal 4, adjacent roadway system, and parking garages</u> General Architectural, Engineering, Construction Administration and Inspection services to support the new configuration of Terminal 4, including but not limited to: signage, concessions, flooring, interior wall finishes, ceiling and lighting, amenities, FIDS and hold room seating. Modification of roadway and parking garages for increased traffic flow and direction, including but not limited to: drainage and roadway lighting and signage. The CONSULTANT shall pursue LEED Certification (Leadership in Energy and Environmental Design) strategies or LEED certification if applicable to scope of work. Evaluation of the extent to which Sustainable Design opportunities for this project will be explored and implementation will be at the discretion of the COUNTY. The scope of service may include, but not be limited to: site investigation, geotechnical engineering, civil engineering, transportation and traffic engineering, structural engineering, interior design environmental surveying and testing, Fire Protection, Mechanical, Electrical, and Plumbing (MEP), architectural/engineering design, including the analysis of how basic LEED certification will be achieved, telecommunications and data engineering, technology evaluation, fueling system design, bid/award assistance, permitting, preparation of contract documents, and other additional specialty CONSULTANTS for perform this complex project.	\$1,500,000
	Total Budgeted Agreement	\$14,000,000

EXHIBIT G

Table 6. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): ... Page 1 of 2

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Economic News Release

Table 6. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Selected areas, all items index

Table 6. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Selected areas, All items index
(1992=100, unless otherwise noted)

CPI-W	Pricing schedule (1)	Indexes				Percent change to Sep. 2011 from--			Percent change to Aug. 2011 from--		
		All items									
		June 2011	July 2011	Aug. 2011	Sep. 2011	Sep. 2010	July 2011	Aug. 2011	Aug. 2010	June 2011	July 2011
U.S. city average.....	M	222.522	222.686	223.326	223.688	4.4	0.4	0.2	4.1	0.4	0.1
Region and area size(2)											
Northeast urban.....	M	240.158	240.707	241.431	241.838	4.4	0.5	0.2	4.2	0.5	0.1
Size A - More than 1,500,000.....	M	239.972	240.475	241.191	241.752	4.3	0.5	0.2	4.0	0.5	0.1
Size B/C - 50,000 to 1,500,000 (3).....	M	246.144	246.536	246.985	247.939	6.0	0.3	0.0	4.7	0.6	0.1
Midwest urban.....	M	212.556	212.718	213.212	213.626	4.5	0.4	0.2	4.4	0.4	0.2
Size A - More than 1,500,000.....	M	212.147	212.211	212.589	213.078	4.5	0.4	0.2	4.4	0.2	0.2
Size B/C - 50,000 to 1,500,000 (3).....	M	219.738	219.835	220.207	220.563	4.5	0.4	0.1	4.3	0.3	0.1
Size D - Nonmetropolitan (less than 50,000).....	M	210.516	211.120	211.873	212.520	4.6	0.7	0.3	4.4	0.6	0.4
South urban.....	M	217.722	218.087	218.947	219.797	4.6	0.3	-0.1	4.9	0.6	0.4
Size A - More than 1,500,000.....	M	219.263	219.543	220.583	220.130	4.1	0.3	-0.2	4.6	0.6	0.5
Size B/C - 50,000 to 1,500,000 (3).....	M	239.407	239.584	240.190	240.229	4.9	0.5	0.0	5.1	0.6	0.1
Size D - Nonmetropolitan (less than 50,000).....	M	224.907	225.923	225.793	225.478	4.7	-0.2	-0.1	4.8	0.4	-0.1
West urban.....	M	223.237	222.815	223.204	224.237	3.9	0.6	0.5	3.3	0.6	0.2
Size A - More than 1,500,000.....	M	225.678	225.152	225.662	226.764	3.0	0.7	0.5	3.1	0.6	0.2
Size B/C - 50,000 to 1,500,000 (3).....	M	238.192	238.151	238.255	238.770	4.1	0.4	0.4	3.6	-0.1	0.1
Size classes											
A (4).....	M	205.415	205.474	206.077	206.484	4.1	0.5	0.2	4.0	0.3	0.1
B/C (4).....	M	240.179	240.288	240.723	240.983	4.6	0.4	0.1	4.6	0.4	0.1
D.....	M	218.067	218.791	219.093	219.494	4.6	0.3	0.2	4.4	0.5	0.1
Selected local areas(5)											
Chicago-Gary-Kenosha, IL-IN-WI.....	M	215.325	214.437	214.740	215.095	3.9	0.3	0.1	4.1	-0.1	0.1
Los Angeles-Riverside-Orange County, CA.....	M	225.461	224.277	224.665	225.096	3.5	0.8	0.6	2.7	-0.4	0.2
New York-Northern N.J.-Long Island, NY-NJ-CT-PA.....	M	244.601	245.265	246.025	246.877	4.3	0.7	0.3	3.9	0.6	0.1
Boston-Brockton-Nashua, MA-NH-RI-CT.....	1	=	245.949	=	246.424	4.0	0.2	=	=	=	=
Cleveland-Akron, OH.....	1	=	203.660	=	204.981	4.2	0.6	=	=	=	=
Dallas-Fort Worth, TX.....	1	=	213.409	=	214.567	4.4	0.5	=	=	=	=
Washington-Baltimore, DC-MD-VA-WV (6).....	1	=	248.291	=	248.194	3.9	0.0	=	=	=	=
Atlanta, GA.....	2	210.598	=	212.325	=	=	=	=	4.2	0.4	=
Detroit-Ann Arbor-Flint, MI.....	2	210.854	=	210.377	=	=	=	=	4.5	0.0	=
Houston-Galveston-Beaumont, TX.....	2	200.444	=	201.772	=	=	=	=	4.4	0.1	=
Miami-Fort Lauderdale, FL.....	2	229.853	=	231.448	=	=	=	=	4.8	0.9	=
Philadelphia-Wilmington-Atlantic City, PA-NJ-DE-MD.....	2	234.965	=	236.593	=	=	=	=	3.5	0.7	=
San Francisco-Oakland-San Jose, CA.....	2	230.605	=	231.445	=	=	=	=	3.7	0.4	=
Seattle-Tacoma-Burien, WA.....	2	230.072	=	230.558	=	=	=	=	3.2	0.2	=

1 Areas on pricing schedule 2 (see Table 10) will appear next month.

2 Regions defined as the four Census regions. See technical notes.

3 Indexes on a December 1996=100 base.

4 Indexes on a December 1986=100 base.

5 In addition, the following metropolitan areas are published semiannually and appear in Tables 14 and 19 of the January and July issues of the CPI Detailed Reports: Anchorage, AK; Cincinnati-Hamilton, OH-KY-IN; Denver-Boulder-Greeley, CO; Honolulu, HI; Kansas City, MO-KS; Milwaukee-Racine, WI; Minneapolis-St. Paul, MN-WI; Phoenix-Mesa, AZ; Pittsburgh, PA; Portland-Salem, OR-WA; St. Louis, MO-IL; San Diego, CA; Tampa-St. Petersburg-Clearwater, FL.

6 Indexes on a November 1996=100 base.

- Data not available.

NOTE: Index applies to a month as a whole, not to any specific date.

Exhibit I

APPLICATION AND CERTIFICATE FOR PAYMENT

To County: Broward County Aviation Department
100 Aviation Boulevard
Fort Lauderdale, Florida 33315

From Consultant: _____

Contract For: _____

Vendor Code: _____
P.O. NO.: _____

Date: _____
Period To From: _____
R/L No.: _____
Project Name: _____
WBS No.: _____
Project Manager: _____
Request for Payment No.: _____
NTP Date: _____

CONSULTANT'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet Schedule of Values Form is attached.

1) Original Contract Sum _____
2) Net change by Amendments _____
3) Contract Sum To Date (Line 1+2) _____
4) Total Completed and Stored to Date _____
(Column G on Schedule of Values Form)
5) Retainage _____

a) _____ % of Completed Work \$ _____
(Column D + E)
b) _____ % of Stored Material \$ _____
(Column F)
Total Retainage (Line 5a + 5b or Total in Column M) \$ _____

6) Total Earned Less Retainage (Line 4 less Line 5 Total) \$ _____
7) Less Previous Applications for Payment (Line 6 from prior Certificate) \$ _____
8) Current Payment Due \$ _____

9) Balance to Finish, including Retainage (Line 3 less Line 6) \$ _____

COUNTY: BROWARD COUNTY AVATION DEPARTMENT, PROJECT MANAGER

By: _____ Date: _____
Print Name: _____
The undersigned, after examination of the attached payment request, notes that: (1) Project Managers review has conformed to established BCAD procedural standards, (2) that the Construction Project Manager has received sufficient information and backup documentation from the Consultant for analysis and his

COUNTY: BROWARD COUNTY AVATION DEPARTMENT, CONTRACT ADMINISTRATOR

By: _____ Date: _____
Print Name: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Consultant named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the County or Consultant under this Contract.

Amendments Summary	Additions	Deductions
Total changes approved in previous months by County		
Total approved this month		
TOTALS	\$ -	\$ -
NET CHANGES by Amendments	\$ -	\$ -

EXHIBIT I-(continued)

EXHIBIT I
Consultant Payment Request- Schedule of Values

Continuation Sheet - Schedule of Values

Consultant's Payment Request No: _____

Consultant Name:

Project Name: _____

Consultant Invoice No: _____

BCAD Project Manager: _____

Date: _____

Period To/From: _____

RLI No.: _____

Work Authorization No.:

NTP Date: _____

[illegible]

EXHIBIT K
TRAVEL AUTHORIZATION REQUESTS AND PAYMENT FORM

FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT –CAPITAL
IMPROVEMENT PROGRAM RLI NO. R0900601R1- Terminal Modernization

TRAVEL AUTHORIZATION NO. _____

PURCHASE ORDER NO. _____

CONSULTANT OR SUB FIRM NAME _____

EMPLOYEE NAME _____ PROJECT COST CODE -----

400----- PURPOSE OF TRIP _____

DATE _____ DATE APPROVAL REQUIRED _____ LENGTH OF TRIP
IN DAYS

CITY/STATE OF ORIGIN _____

DESTINATION: FT LAUDERDALE, FL ARRIVAL DATE _____

RETURN FROM: FT LAUDERDALE TO _____

DEPARTURE DATE _____

ESTIMATED EXPENSES	UNIT	ESTIMATED/ REQUESTED	ACTUAL/ RECEIPTED
AIRFARE	ROUNDTrip		
HOTEL	____ DAY times		
MEALS	____ DAY times		
TAXI	____ MILE times		
COMPACT RENTAL CAR	____ DAY times		
MILEAGE	____ MILE times		
OTHER (PARKING, TOLLS, AIRLINE OR HOTEL CHANGE FEE)			
TOTAL			

Project Manager Approval _____ date _____

Contract Administrator Approval _____ date _____

EXHIBIT L

Weekly Time Sheet

(Must Contain the Following Information)

Employee Name: _____	Authorization #: _____
Project Name: _____	NTP Date: _____
Invoice #: _____	Week Ending: _____
Vendor Name: _____	Vendor Code: _____
Vendor Address: _____	

DATE	SUN	MON	TUES	WED	THUR	FRI	SAT	TOTAL HOURS	MULT.	RATE	TOTAL AMOUNT
TITLE											

Total

Description of Services Performed			
SUN	/ /	WBS: _____	Task: _____
		WBS: _____	Task: _____
		WBS: _____	Task: _____
MON	/ /	WBS: _____	Task: _____
		WBS: _____	Task: _____
		WBS: _____	Task: _____
TUES	/ /	WBS: _____	Task: _____
		WBS: _____	Task: _____
		WBS: _____	Task: _____
WED	/ /	WBS: _____	Task: _____
		WBS: _____	Task: _____
		WBS: _____	Task: _____
THURS	/ /	WBS: _____	Task: _____
		WBS: _____	Task: _____
		WBS: _____	Task: _____
FRI	/ /	WBS: _____	Task: _____
		WBS: _____	Task: _____
		WBS: _____	Task: _____
SAT	/ /	WBS: _____	Task: _____
		WBS: _____	Task: _____
		WBS: _____	Task: _____

Form Date: 10-18-2010

ATTACHMENT I

NONDISCRIMINATION REQUIREMENTS

I. NONDISCRIMINATION - 49 CFR PART 21 REQUIREMENTS

During the performance of this contract, the Consultant/Contractor/Tenant/Concessionaire/Lessee/Permittee/Licensee for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Contractor") agrees as follows:

- (a) Compliance With Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) Nondiscrimination. The Contractor shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) Solicitation for Subconsultants, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Contractor of the Contractor's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.
- (d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as

may be determined by the COUNTY or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the COUNTY or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (e) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the COUNTY shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.
- (f) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the COUNTY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Contractor may request the COUNTY to enter into such litigation to protect the interests of the COUNTY and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (g) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally

Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

- (h) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

II. NONDISCRIMINATION - 14 CFR PART 152 REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

The Contractor agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. The Contractor agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Contractor agrees that it will require its covered suborganizations to provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E, to the same effect.

The Contractor agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, COUNTY or local agency or court, including those resulting from a

conciliation agreement, a consent decree, court order or similar mechanism. The Contractor agrees that state or COUNTY affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. The Contractor agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

If required by 14 CFR Part 152, Contractor shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. The Contractor shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

If Contractor is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Contractor shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Contractor shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

Contractor shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Contractor shall require its covered suborganizations to keep similar records as applicable.

Contractor shall, if required by Part 152, annually submit to the COUNTY the reports required by Section 152.415 and Contractor shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to the Contractor who shall, in turn, submit same to the COUNTY for transmittal to the FAA.

III. NONDISCRIMINATION - GENERAL CIVIL RIGHTS PROVISIONS

The Contractor, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race,

color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Contractor or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

IV. NONDISCRIMINATION - 49 CFR PART 26

Contractors shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the COUNTY deems appropriate.

ATTACHMENT II
PROVISIONS PERTAINING TO AIRPORT PROJECTS

ALL CONSULTANTS/CONTRACTOR AGREEMENTS:

1. **SECURITY**

Airport Security Program and Aviation Regulations. CONSULTANT/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to CONSULTANT/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the CONSULTANT/contractor agrees to comply with the COUNTY's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the COUNTY, and to take such steps as may be necessary or directed by the COUNTY to insure that sublessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of consultant/contractor, its sublessees, employees, invitees or guests, the COUNTY incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the COUNTY, and/or any expense in enforcing the COUNTY's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse to COUNTY all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by COUNTY in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the COUNTY or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. In the event consultant/contractor fails to remedy any such deficiency, the COUNTY may do so at the sole cost and expense of consultant/contractor. The COUNTY reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

- (a) **Access to Security Identification Display Areas and Identification Badges.** The consultant/contractor shall be responsible for requesting the Aviation Department to issue identification badges ("SIDA Badges") to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen SIDA Badges and the immediate return of the SIDA Badges of consultant/contractor 's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor , or upon termination of this Agreement. Before a SIDA Badge is issued to an employee, consultant/contractor shall comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete SIDA or security awareness training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen SIDA Badges and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of SIDA Badges, which data may include the fingerprinting of employee applicants for such badges.
- (b) Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- (c) Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-

to-search/inspection form acceptable to the Aviation Department. consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any subconsultant/subcontractors.

- (d) The provisions hereof shall survive the expiration or any other termination of this Agreement.

2. **PROHIBITED INTERESTS**

If this Agreement is funded by any federal or state grants, then, in that event, no member, officer, or employee of COUNTY during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Consultant/contractor agrees to insert the foregoing sentence in any agreements between consultant/contractor or subconsultants/subcontractors engaged to provide services pursuant to this Agreement.

If any such present or former member, officer, or employee has such an interest and if such interest as set forth above is immediately disclosed to the COUNTY, the COUNTY with prior approval of the funding agency, may waive the prohibition contained in this subsection; provided that any such present member, officer, or employee shall not participate in any action by the COUNTY relating to such Agreement.

3. **RECORDS**

Consultant/contractor shall keep such books, records and accounts and require any and all consultants/contractors or subconsultants/subcontractors to keep such books, records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the Project and any expenses for which consultant/contractor expects to be reimbursed. In addition, to the above, the consultant/contractor shall maintain an acceptable cost accounting system. All work, materials, payrolls, books, accounts, documents, and records relative to the Project, or directly pertinent to the specific contract

for the purposes of making an audit, examination, excerpt or transcription shall be available at all reasonable times for examination and audit by COUNTY, and in the event such Agreement is subject to federal or state funding or grants, by the Federal Aviation Administration, the Comptroller General of the United States, the Florida Department of Transportation, or any of their duly authorized representatives. Such books, records and accounts shall be kept for the Retention Period (as hereinafter defined). Incomplete or incorrect entries in such books, records or accounts shall be grounds for COUNTY's disallowance of any fees or expenses based upon such entries. All books, records and accounts which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by consultant/contractor in accordance with such statutes. The Retention Period shall be defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or (ii) for a period of three (3) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the books and records shall be retained until resolution of the audit findings, or (iii) if this Project is subject to Florida Department of Transportation grants, for a period of five (5) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the five years, the books and records shall be retained until resolution of the audit findings.

4. **PROTECTION OF RECORDS**

Consultant/contractor shall protect from harm and damage all data, drawings, specifications, designs, models, photographs, reports, surveys and other data created or provided in connection with this Agreement (collectively, "COUNTY Property"), while such data and materials are in consultant's/contractor's possession. Such duty may include, but is not limited to, making back-up copies of all data stored by electronic device on any media, taking reasonable actions to prevent damage by impending flood or storm (including, but not limited to, removing the COUNTY Property to a safe location), and establishing and enforcing such security measures as are reasonably available, considering the customary practice within consultant's/contractor's trade or profession. If requested by COUNTY, consultant/contractor shall furnish to COUNTY copies of any and all disks containing drawings and other pertinent data prepared by CONSULTANT/contractor in conjunction with this Agreement.

5. **BREACH OF CONTRACT TERMS - SANCTIONS**

Any violation or breach of the terms of this contract on the part of the consultant/ contractor or subconsultant/subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

6. **RIGHT TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the COUNTY. Information regarding these rights is available from the FAA and the COUNTY.

7. **TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS**

The consultant/contractor or subconsultant/subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); and
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a consultant/contractor or subconsultant/subcontractor who is unable to certify to the above. If the consultant/contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the COUNTY cancellation of the contract at no cost to the Government.

Further, the consultant/contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The consultant/ contractor may rely on the certification of a prospective subconsultant/subcontractor unless it has knowledge that the certification is erroneous.

The consultant/contractor shall provide immediate written notice to the COUNTY if the consultant/contractor learns that its certification or that of a subconsultant/ subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant/subcontractor agrees to provide written notice to the consultant/contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the consultant/contractor or subconsultant/subcontractor knowingly rendered an erroneous certification, the Federal Aviation administration may direct through the COUNTY cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant/contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

8. **TERMINATION OF CONTRACT (ALL CONTRACTS IN EXCESS OF \$10,000)**

- a. The COUNTY may, by written notice, terminate this contract in whole or in part at any time, either for the COUNTY's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in process, delivered to the COUNTY.

- b. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the consultant's/contractor's obligations, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the consultant/contractor shall be liable to the COUNTY for any additional cost occasioned to the COUNTY thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the consultant/contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price shall be made as provided in paragraph b of this clause.
- e. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

9. **SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER \$25,000 (AND FOR ALL CONTRACTS FOR AUDITING SERVICES REGARDLESS OF THE AMOUNT)**

The bidder/offeror/consultant/contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/consultant/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

10. **RESTRICTIONS ON LOBBYING**

The bidder/offeror/consultant/contractor agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the bidder/offeror/consultant/ contractor, to any person for influencing or attempting to influence any officer or employees of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the bidder/offeror/consultant/contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Consultant/contractor agrees to insert the foregoing provisions in any agreements between consultant/contractor or subconsultants/subcontractors engaged to provide services pursuant to this Agreement and all bidders/offerors/consultants/contractors and subconsultants/subcontractors shall certify and disclose accordingly.

11. **PROMPT PAYMENT - FOR FEDERALLY ASSISTED CONTRACTS**

If this Agreement is funded by any federal grants, then consultant/contractor hereby agrees to pay its subconsultants/subcontractors and suppliers within ten (10) calendar days following receipt of payment from the COUNTY. CONSULTANT/contractor further agrees, if consultant/contractor has withheld retainage from its subconsultants/subcontractors, to release such retainage and pay same within ten (10) calendar days following receipt of payment of retained amounts from the COUNTY. This clause applies to both DBE and non-DBE subconsultant/subcontractors.

A finding of non-payment is a material breach of this contract. COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until the consultant/contractor demonstrates timely payments of sums due subconsultant/subcontractor. The presence of a pay when paid provision in a contract shall not preclude COUNTY inquiry into allegations of non-payment. Further that the remedies above shall not be employed when the consultant/contractor demonstrates that failure to pay results from a bonafide dispute with its subconsultant/subcontractor or supplier. The CONSULTANT/contractor shall incorporate this provision into all subcontracts involving federally assisted contracts.

The Assistant Disadvantaged Business Enterprise Liaison Officer will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution

ATTACHMENT III
ALLOWABLE TRAVEL COSTS FOR CONSULTANTS

1. Authority - Section 112.061, Florida Statutes.
2. Mileage - Mileage shall be paid in the amount as set forth in federal GSA regulations, but total cannot exceed normal coach airfare unless one of the following applies:
 - a. Destination has no scheduled airline service.
 - b. When freight requires use of auto.
 - c. When number of persons traveling would result in greater economy.
1. Common Carrier - Actual cost of most economical airfare available given the following:
 - a. All travel shall be by a usually traveled route but may include stopovers.
 - b. Since significant savings can be achieved through the use of "Super Saver" airfares, all non-emergency travel should be scheduled with the "Super Saver" airfare if available on a reasonable flight scheduled.

A copy of ticket and boarding passes must be attached to request for reimbursement.
4. Lodging - Actual expense at single occupancy rate. If two or more persons share a room, no more than the actual amount paid may be claimed in the aggregate. Receipt must be attached to request for reimbursement. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn. Meals, personal telephone calls, or other expenses charged to your room must be deducted.
5. Meals - Paid at the rates set forth in federal GSA regulations:
 - a. Breakfast-- Must be in travel status before 6:00 a.m. and extending beyond 8:00 a.m.

- b. Lunch-- Must be in travel status before noon and extending beyond 2:00 p.m.
 - c. Dinner-- Must be in travel status before 6:00 p.m. and extending beyond 8:00 p.m.
- 6. Limousines/Taxi - Actual costs will be reimbursed. Attach all receipts.
- 7. Parking/Tolls - Actual costs will be reimbursed. Attach all receipts.
- 8. Auto Rental - Reimbursed if it represents most economical means. Paid invoice must be attached. (Loss Deductible Waiver is not a reimbursable expense.) If rental car is necessary to perform services and the same is authorized by the Contract Administrator, vendor shall demonstrate selection of most economical rental car company.
- 9. Other - Any necessary and reasonable costs connected with the travel. Explain and attach any and all receipts.
- 10. Sales and Use Taxes - Sales and use taxes are reimbursable.
- 11. Tips - Tips are not reimbursable.
- 12. Costs Not Allowable
 - a. Flight insurance. NOTE: Most personal credit cards provide flight insurance at no additional cost if the airline ticket is charged.
 - b. Alcoholic beverages.
 - c. Entertainment expenses for yourself or others.
 - d. Personal telephone calls.
 - e. Any uneconomical or unnecessary expenses.
 - f. Meals during trips in the tri-county area, unless involving an overnight stay.
 - g. Laundry.
 - h. Change in ticket, if not caused by COUNTY action.
 - i. Meals for personnel in tri-county area of Miami-Dade, Broward and Palm Beach Counties.
 - j. Meals for multiple persons.
 - k. Meals shall be based on the standard COUNTY "per diem" rate if vendor is working for a full day; otherwise, meals are reimbursed on a "per meal" basis at the rates described herein.

ATTACHMENT IV

BCAD ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

Electronic Media Submittal Requirements

The BCAD will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, COUNTY's standard Professional Services Agreements for CONSULTANT/Contractor services require submittal of documents produced on electronic media. Requirements for that media are presented below. Certain requirements may not be applicable to all contracted services and should be verified via checklist and with the Contract Administrator (CA) during the development of the scope of services. When FAA standards do not apply to a project pursuant to FAA regulations, compliance with FAA standards may still be required by BCAD if determined on a project by project basis to be in the best interest of BCAD.

ELECTRONIC MEDIA

(A) General Requirements:

- 1) All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by CONSULTANT/Contractor shall be accomplished and developed using computer-aided design (CAD), geographic information system (GIS), and other software and procedures conforming to the following criteria. Electronic data submittals shall also include PDF versions of pages and documentation. The CONSULTANT/Contractor shall expect to produce three primary sets of electronic deliverables:
 - CAD – Engineering Design Drawings
 - GIS – FAA AGIS Submittal, eALP, and BCAD GIS Use
 - PDF – Electronic Document Review and Storage/As-Builts

(B) CAD and GIS Formats:

- 1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2010 or other release as tested and approved by BCAD, for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CAD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents formatted to fit BCAD standard cover sheet and title block (Refer to Section (C)(1) below). All GIS shall be delivered in ESRI ArcGIS version 9.3 or higher. Specific format/s (Shape file, Layer files, geodatabase, and/or other file type/structure shall be of the Aviation BCAD's choosing and must also conform to FAA and

BCAD). All deliverables shall include appropriate Metadata conforming to BCAD and FAA standards.

CONSULTANT/Contractor will be required to ensure that all data is formatted and in compliance for submission to the FAA AGIS system without any additional changes required by BCAD staff. CONSULTANT/Contractor must ensure compliance with all standards set forth in latest versions of FAA Advisory Circulars (A/C): 150/5300-16, 150/5300-17, and 150/5300-18.

- 2) Target platform: Windows operating system.
- 3) Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files, blocks, attribute links, and other files external to the drawing itself) are compatible with the BCADs target CAD and GIS systems (i.e., basic and advanced CAD and GIS software, platforms, database software/s, geodatabases, etc.), and adhere to the standards and requirements specified herein.
- 4) The term “compatible” means that data can be accessed directly by the target CAD and GIS systems without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of CONSULTANT/Contractor to ensure this level of compatibility.
- 5) Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft Access 2007 or other compatible format release as tested and approved by BCAD. Data shall be delivered in an ESRI Geodatabase format of BCAD’s choosing upon request. GIS and CAD data deliverable shall conform to the latest BCAD and FAA standards, including but not limited to, AC 5300/150-16. 17, and 18, and US National CAD Standards.
- 6) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats. CONSULTANT/Contractor should work with BCAD to ensure linkages will conform/match those already in place or generated to create such links.
- 7) All database tables: conform to the structure and field-naming guidance provided upon request by BCAD. Specifically, all database tables shall conform to all FAA and BCAD standards. All databases shall be compliant with at least MS Access 2007 and/or other format (SQL, ESRI Geodatabase, other) as requested by BCAD. Formats may change, at BCADs request, depending on the particulars of the project/s. CONSULTANT/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final

decision as to format regardless of CONSULTANT's/Contractor's written explanation.

- 8) All CAD and GIS files shall meet FAA/NGS spatial accuracy requirements and be geo-referenced as follows:

North American Datum (NAD) 83, HARN, Feet
State Plane Florida East
North American Vertical Datum (NAVD) 88

- 9) All data collected shall meet or exceed data acquisition standards established in AC 5300/150-16. 17, and 18, if applicable.

(D) Standards:

- 1) Standard plotted drawing size: 24 inch x 36 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.
- 2) Coordinate with BCAD concerning the standard file naming protocol to be utilized. CONSULTANT/Contractor may be required to submit drawing files with several naming conventions to satisfy various submittal requirements.
- 3) Unless otherwise stated, all CAD files shall conform to US National CAD standards (BCADs adopted CAD standard) in addition to FAA standards for submission into the FAA AGIS system.
 - a. All building floor plans/elevations shall be drawn and provided in Architectural Units (unless otherwise requested by BCAD).
 - b. All other plans (site plans, airfield plans, ALPs, etc.) shall be submitted in Engineering Units (unless otherwise requested by BCAD).

(4) Layering:

- a. Conform to the guidelines defined by the US National CAD Standards, appropriate FAA Advisory Circulars and standards, and BCAD standards.
- b. Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standards listed above. Submission of layers that do not conform to the standards listed above will require advance BCAD approval.

- c. Raster: All raster files (aerial photography, TIN, DEM, etc.) shall be delivered in geo-referenced SID and TIFF formats as defined by BCAD. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of that BCAD finds difficult to use.

(5) Attribute Definitions:

- a. Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of documents. All database information shall conform to the latest versions of FAA A/Cs 150/5300-16, 17, and 18, and other BCAD standards. Additional attributes may be required at the discretion of BCAD.

(6) Conformance:

- a. Submit a written request for approval of any deviations from the established CAD/GIS standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with COUNTY's uses and information systems.
- b. No deviations from BCADs established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD.

- (E) Non-CAD/GIS Graphic Format: Provide digital photography files (unless required in an alternate format such as that needed for CAD/GIS) and other miscellaneous graphics in JPEG, PDF and TIFF formats. Photos shall be geo-referenced in accordance with BCAD standards, if applicable.

(F) Non-Graphic Format:

- 1) Provide word processing files in Microsoft Word 2007 compatible file formats or other compatible format release as tested and approved by BCAD including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
- 2) Provide spreadsheet files in Microsoft Excel 2007 for windows compatible file formats or other compatible format release as tested and approved by BCAD

including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

- 3) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure. CONSULTANT/Contractor may be required to ensure that database formats conform and can be integrated with other BCAD legacy applications and systems.

(G) Delivery Media and Format:

- 1) Submit copies of all CADD/GIS/PDF data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.
- 2) Provide electronic digital data and files shall be provided on DVD/CD or via secure file transfer protocol (FTP) site.
- 3) The electronic digital media shall be in the format which can be read and processed by the BCAD's target CAD/GIS systems.
- 4) The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a. The Project Number, Project Title and date.
 - b. The Facility Name
 - c. The format and version of operating system software.
 - d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
 - e. The sequence number of the digital media.
 - f. A list of the filenames.
 - g. All requirements to meet or exceed FAA and BCAD standards.
- 5) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:

- a. Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
- b. Make sure all reference files are attached without device or directory specifications.
- c. Compress and reduce all design files using compatible file compression/decompression software approved by BCAD. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for BCAD and provided to BCAD with the delivery media.
- d. Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic digital deliverables.
- e. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
- f. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. . These shall conform to BCAD standard Cover sheet and title block pages.
- g. Document any fonts, tables, or other similar customized drawing element developed by CONSULTANT/Contractor or not provided among BCAD-furnished materials. The contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(H) Drawing Development Documentation:

- 1) Provide the following information for each finished drawing:
 - a. How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - b. Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.).

- c. The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
- d. Layer assignments and lock settings.
- e. Text fonts, line styles/types used, and GIS layer file settings.
- f. Any additional information per FAA A/Cs and BCAD standards.

(l) Submittal:

- 1) Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.
- 2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a. The information included on the external label of each media unit (label), along with the total number being delivered, and a list of the names and descriptions of the files on each one.
 - b. Brief instructions for transferring the files from the media.
 - c. Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
 - d. The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 1. Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.
 2. List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.

3. List of all new symbol blocks created for project, which was not provided to CONSULTANT/Contractor with the BCAD-furnished materials.
4. List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to CONSULTANT/Contractor with the BCAD-furnished materials, and any associated properties.
5. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to FAA and BCAD standards.
6. All metadata per BCAD, FAA, FDOT, or other entity standards.

(J) Ownership:

- 1) COUNTY will have ownership of all information and materials developed under these and other contractual requirements including but not limited to reports, and listings, and all other items pertaining to the work created or developed in connection with the services provided pursuant to the agreement with Broward County including any copyright.
- 2) Ownership rights under the contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from CONSULTANT/Contractor.
- 3) BCAD will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
- 4) All text, electronic digital files, data, and other products generated under this contract shall become the property of COUNTY except where otherwise limited within the Contract.
- 5) All files/drawings shall be furnished to BCAD upon request from BCAD.
- 6) No portion of any "application" (e.g. database, GIS portal, web application, or customized document or tool) developed for BCAD shall be used as a template for non Broward County projects unless the prior approval in writing is obtained from BCAD.

(K) BCAD-Furnished Materials to the CONSULTANT/Contractor:

- 1) BCAD and CONSULTANT/Contractor may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. To this end, CONSULTANT/Contractor shall make the following information available to the Contractor in electronic format:
 - a. Work-files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of CONSULTANT's/Contractor's work in progress may be provided to the Contractor, Managing General Contractor, or other COUNTY CONSULTANT on an as required basis. CONSULTANT/Contractor shall cooperate and facilitate the exchange of these electronic media documents.
 - b. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.
 - c. Where Electronic Project Record Documents are required, CONSULTANT will provide the Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on DVD/CD ROM media.
 - d. BCAD will supply CONSULTANT/Contractor with all necessary BCAD standard cover page and title block files and formats.
- (L) Other Digital Information:
- 1) A variety of digital information may be generated by participants in the design process including BCAD, CONSULTANT, subCONSULTANTS, Contractor, subcontractors; BCAD's commissioning authority, local jurisdictional authorities and other project team members.
 - 2) CONSULTANT/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.