

AGREEMENT

between

BROWARD COUNTY

and

PREMIERE DESIGN SOLUTIONS, INC.

for

CONSULTANT SERVICES FOR

**ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE TRANSIT DIVISION
IN BROWARD COUNTY, FLORIDA**

RLI # V1018717R1

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TRANSPORTATION FUNDING SUPPLEMENT

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BROWARD COUNTY
and
PREMIERE DESIGN SOLUTIONS, INC.
for
CONSULTANT SERVICES FOR
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FOR THE TRANSIT DIVISION
IN BROWARD COUNTY, FLORIDA

RLI # V1018717R1

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

AND

PREMIERE DESIGN SOLUTIONS, INC., hereinafter referred to as "CONSULTANT."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONSULTANT agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement:** means 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 **Board:** 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.

- 1.3 **CONSULTANT**: The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.4 **Contract Administrator**: The ranking managerial employee of the agency of COUNTY government which requested the Project, or some other employee expressly designated as Contract Administrator in writing by the County Administrator, who is the representative of the Board of County Commissioners of Broward County, Florida concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Contractor**: The person, firm, corporation or other entity who enters into an agreement with COUNTY to perform the construction work for the Project.
- 1.6 **County Administrator**: The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.7 **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.
- 1.8 **Disadvantaged Business Enterprise** - A for-profit small business concern as defined in Title 49 C.F.R. Part 26.
- 1.9 **Notice To Proceed**: A written notice to proceed with the Project issued by the Contract Administrator.
- 1.10 **Project**: Professional services assigned to CONSULTANT via Work Authorization. A Project may include comprehensive architectural and/or engineering services on a project specific bases which may include existing facility and site documentation; project budgeting; design-necessitated existing facility assessments and evaluations; project cost estimating; project schedule development and analysis; facility programming; complete architectural/engineering design of buildings, additions, renovations, project related space planning/interior design, on-site and off-site improvements; full design and construction contract document development; construction specification development; contract and bidding document development; code analysis; jurisdiction review and permitting assistance and procurement; bid/award support and concurrence; negotiation support; construction contract administration services; construction phase field support services; inspections; construction observation and project progress documentation; post-occupancy surveys and related services; project-related claims analysis and support; surveying; materials and contract compliance testing services; computer-aided and manually generated graphics support; preparation of narratives and other

textual project support; photographic and video0graphic project support; building information modeling (BIM) project support; geographic information systems (GIS) project support; and other data and information system project support. CONSULTANT shall provide all architectural and engineering services, landscape architecture, interior design or specialty consultant support as required to complete an assigned project.

- 1.11 **Subconsultant**: A firm, partnership, corporation or combination thereof having a direct contract with a 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.

ARTICLE 2 PREAMBLE

- 2.1 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.
- 2.2 Funding for services performed under this Agreement will be from specific projects funded in part with United States Department of Transportation Federal Transit Administration funds, as provided in the annual budget, as amended. Award of this Agreement does not guarantee work will be issued. Failure to issue work under this Agreement shall not be deemed a breach of this Agreement.
- 2.3 The Board has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected CONSULTANT to perform the services hereunder.
- 2.4 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and County staff, and this Agreement incorporates the results of such negotiations.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 CONSULTANT shall provide general architectural and engineering consultant services to COUNTY as set forth in Exhibit "A" attached hereto and made a part hereof. CONSULTANT shall provide all services as provided for in each Work Authorization, including all necessary, incidental and related activities and

services required by the Work Authorization and contemplated in CONSULTANT's level of effort. CONSULTANT's services to be provided under this Agreement are non-exclusive, i.e., COUNTY may provide its own architectural and engineering consultant services and/or additionally contract with third parties for architectural and engineering consultant services.

3.2 CONSULTANT and COUNTY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project. 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 which is in CONSULTANT's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by COUNTY to CONSULTANT 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.

3.3 All work to be performed by CONSULTANT pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator, in writing by a "Work Authorization," in accordance with the requirements of this Article.

3.3.1 Work Authorizations shall be required and shall be subject to the approval of COUNTY or the Contract Administrator, as appropriate, pursuant to the terms of this Article and shall be in a form provided by the COUNTY for that purpose.

3.3.2 Before any work is done pursuant to a Work Authorization or any amendment to a Work Authorization, CONSULTANT shall supply the Contract Administrator with an estimate for all charges expected to be incurred for such work, which estimate shall be reviewed by the Contract Administrator and a final amount for CONSULTANT's compensation shall be approved as follows:

3.3.2.1 Work Authorizations which will cost COUNTY Thirty Thousand Dollars (\$30,000.00) or less shall be signed by the Contract Administrator and CONSULTANT.

3.3.2.2 Work Authorizations that will cost COUNTY more than Thirty Thousand Dollars (\$30,000.00), but less than One Hundred Thousand Dollars (\$100,000.00), per year, per Work Authorization, shall be signed by COUNTY's Purchasing Director

or Board, and CONSULTANT. Work Authorizations that will cost more than One Hundred Thousand Dollars (\$100,000.00) shall be approved by the Board.

3.3.2.3 In no instance may a Work Authorization be issued by either the Board, COUNTY's Purchasing Director or the Contract Administrator where CONSULTANT's professional services are required to provide construction contract documents (drawings and specifications) for a construction Project whose basic construction cost is originally estimated by COUNTY to be more than Two Million dollars (\$2,000,000.00).

3.3.2.4 Subsequent to Contract Administrator issuing a Work Authorization pursuant to this article, the Contract Administrator will issue a Notice to Proceed (NTP) for that authorized work. CONSULTANT shall not commence such work until after receipt of the Contract Administrator's NTP.

3.4 Any change of scope requiring charges in excess of the amount approved in the original Work Authorization shall require a modification thereto approved by COUNTY, COUNTY's Purchasing Director or Contract Administrator. Contract Administrator shall sign in instances where the original Work Authorization fee plus the total of such modifications does not exceed Thirty Thousand Dollars (\$30,000.00). COUNTY's Purchasing Director shall sign in instances where the original Work Authorization fee plus the total of such modifications exceeds Thirty Thousand Dollars (\$30,000.00) but does not exceed Purchasing Director's delegated authority level. The BOARD shall sign in instances where the original Work Authorization fee plus the total of such modifications exceeds the Purchasing Director's delegated authority level. Notwithstanding anything contained in this subsection, CONSULTANT's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written County approval as outlined above.

3.5 All Work Authorizations shall contain, as a minimum, the following information and requirements:

3.5.1 A description of the work to be undertaken, a reference to the appropriate paragraph(s) of Exhibit "A" pursuant to which the work to be undertaken is authorized, a statement of the method of compensation and a specific scope of work written to describe those services and any required deliverables.

3.5.2 A budget establishing the amount of compensation and reimbursables to be paid upon the establishment of a negotiated lump sum fee or the application of appropriate billing rates as set forth in Exhibit "B," which amount shall constitute a guaranteed maximum and shall not be exceeded

unless prior written approval of COUNTY is obtained. In the event COUNTY does not approve an increase in the guaranteed maximum 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 sufficient detail so as to identify the various elements of costs.

- 3.5.3 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.
 - 3.5.4 CONSULTANT's proposal indicating concurrence with the project scope, professional fees and time for performance.
 - 3.5.5 A Project specific Scope of Work indicating the professional services and deliverables required of CONSULTANT.
 - 3.5.6 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.
 - 3.5.7 Work Authorizations shall be prepared on forms provided by Contract Administrator, dated, serially numbered, signed and sealed.
 - 3.5.8 All Work Authorizations shall be negotiated in the Sunshine pursuant to Florida Statute and County Policy, in the presence of Contract Administrator or its designee.
- 3.6 CONSULTANT shall pay its Subconsultants, subcontractors, and suppliers, including its DBE Subconsultants, subcontractors, and suppliers, within thirty (30) days following receipt of payment from the COUNTY for such subcontracted work or supplies. CONSULTANT agrees that if it withholds an amount as retainage from such Subconsultants, subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY.
- 3.7 For Construction Phase Services, the following additional provisions shall apply:
- 3.7.1 In the event a Contractor who has entered into an agreement with COUNTY to perform construction work to be administrated by CONSULTANT pursuant to this Agreement fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY and CONSULTANT's services are extended beyond the substantial completion date through no fault of CONSULTANT, CONSULTANT shall be compensated as a reimbursable

in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.

- 3.7.2 In the event the Contractor is granted an extension of time beyond the substantial completion date in the Contractor's agreement with COUNTY through no fault of CONSULTANT, CONSULTANT shall be compensated by COUNTY in accordance with Article 5 for all services rendered during the authorized time extension.
- 3.8 CONSULTANT shall complete each Work Authorization and component tasks assigned whether or not such completion would cause work to be performed beyond the expiration date of this Agreement. Those Work Authorizations whose duration extends beyond the expiration date of this Agreement may be amended after that expiration date to allow additional work with additional time and professional fees as otherwise allowed in Section 3.4, as long as said work is within the scope of work originally authorized by existing Work Authorization(s).
- 3.9 CONSULTANT shall provide all engineering, landscape architectural, interior design, or specialty CONSULTANT support (through either in-house or Subconsultant firms) as required to complete an assigned project. Project specific services may also include project team facilitation and support; hurricane/disaster preparedness and recovery assistance; project status reporting and performance/compliance reporting.
- 3.10 Work Authorizations shall depict projects in their entirety and in no case shall Work Authorizations be split in order to meet lower authorization thresholds as described in Section 3.3.
- 3.11 In the event of termination for convenience by COUNTY under Section 10.2, CONSULTANT shall be paid its compensation for all work performed and expenses incurred for reimbursement as permitted under the terms of this Agreement prior to termination. Compensation shall be withheld until all documents are provided to COUNTY pursuant to this Article.
- 3.12 In the event that CONSULTANT breaches this Agreement, CONSULTANT shall indemnify COUNTY again any loss pertaining to termination for cause.

ARTICLE 4
TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;
LIQUIDATED DAMAGES

- 4.1 The term of this Agreement shall commence on the date it is executed by COUNTY ("Effective Date") and end two (2) years from the date of COUNTY's execution, provided that either party shall have the right to terminate this Agreement as set forth in Section 10.2 herein; however, the Purchasing Director

may extend the term of this Agreement for up to three (3) additional one (1) year periods. The exercise of these options shall be by written notification by Contract Administrator and furnished to CONSULTANT. The expiration of the term of this Agreement shall not terminate any previously issued Work Authorizations and CONSULTANT shall prosecute the Work of those previously issued Work Authorizations to completion.

- 4.2 Prior to beginning the performance of any services under this Agreement, or applicable Work Authorization, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from Contract Administrator prior to beginning the performance of services in any Work Authorization. Prior to granting approval for CONSULTANT to proceed to a subsequent Work Authorization, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit the itemized deliverables/documents identified in Exhibit "A" for the Contract Administrator's review.
- 4.3 In the event CONSULTANT is unable to complete the above 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 COUNTY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.
- 4.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5 In the event CONSULTANT 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, then CONSULTANT shall pay to COUNTY its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the CONSULTANT and COUNTY are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF COUNTY.

- * 4.6 In the event CONSULTANT fails to complete the phases of services identified in the Work Authorization for a Project authorized under the terms of this Agreement on or before the applicable Time for Performance, CONSULTANT shall pay to COUNTY the sum of dollars identified in the Project Work Authorization for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the Project. The sum of dollars to be identified will be negotiated separately for each Project authorized under this Agreement, if necessary.

*If box is checked or marked, then this Section 4.6 is NOT APPLICABLE.

These amounts are not penalties but are liquidated damages to COUNTY for CONSULTANT's 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 within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF COUNTY.

ARTICLE 5 COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

5.1.1 All Work Authorizations issued during the initial two year term of this Agreement shall not exceed a total of Four Hundred Eighty Thousand Dollars (\$480,000.00) for the initial two year term of the Agreement. If the Agreement is extended, all Work Authorizations issued pursuant to this Agreement shall not exceed a total of Two Hundred Forty Thousand Dollars (\$240,000.00) in any one year of the extended Agreement.

5.1.2 Maximum Amount Not-To-Exceed Compensation

COUNTY agrees to pay CONSULTANT, as compensation for performance of all services as related to the Work Authorization developed for each Project required under the terms of this Agreement Salary Costs as described in Section 5.2 and to reimburse CONSULTANT for Reimbursables as described in Section 5.3. It is understood that the method of compensation is that of "maximum amount not-to-exceed," which means that CONSULTANT shall perform all services set forth for total compensation in the amount of or less than that agreed to by COUNTY and CONSULTANT for each Project. The total hourly rates

payable by COUNTY for each of CONSULTANT's employee categories shall be shown on Exhibit "B," and shall be actual salary rates for each respective employee within the range of salaries.

5.1.3 Lump Sum Compensation

COUNTY agrees to pay CONSULTANT, as compensation for performance of all services as related to the Work Authorization developed for each Project required under the terms of this Agreement a Lump Sum as agreed to by COUNTY and CONSULTANT for each Project. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth in the specific scope of work for total compensation in the amount agreed to.

5.2 SALARY COSTS

The term Salary Costs as used herein shall mean the hourly raw salary rate as shown on Exhibit "B" attached hereto and made a part hereof, actually paid to all personnel engaged directly on the Project including, but not limited to, principals, architects, engineers, drafters, and clerks, which is multiplied by an overall factor which consists of the following: 1) a fringe benefits factor which includes sick leave, vacation, holiday, unemployment compensation insurance, retirement benefits, and medical and insurance benefits; 2) an overhead factor; and 3) an operating profit margin. Said Salary Costs are to be used only for time directly attributable to a Work Authorization.

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 a Certified Public Accountant. Said certification shall be dated within ninety (90) days after CONSULTANT's just completed fiscal year. The CONSULTANT represents that the rates set forth herein are accurate, complete, and current at the time of contracting. These rates are subject to a COUNTY audit and adjustment as necessary.

5.2.1 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(s), 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, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, 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 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 Contract Administrator.
- 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 Broward 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 working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson, or Ramada Inn.
- c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between CONSULTANT's various permanent offices. CONSULTANT's field office at the Project site is not considered a permanent office.
- d) Cost of printing, reproduction or photography which is required by or of CONSULTANT to deliver services set forth in this Agreement.
- e) Identifiable testing costs approved by Contract Administrator.
- f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.

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

5.3.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Work Authorization is a limitation upon, and

describes the maximum extent of, COUNTY's obligation to reimburse CONSULTANT for direct, nonsalary expenses, 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 Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by COUNTY prior to incurring such expenses.

5.4 METHOD OF BILLING

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.2

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of DBE participation to date by completing Exhibit "D," DBE Performance Report. The statement 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 or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by CONSULTANT is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.3

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not

exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of DBE participation to date by completing Exhibit "D," DBE Performance Report. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 METHOD OF PAYMENT

5.5.1 COUNTY shall pay CONSULTANT within thirty (30) calendar days from receipt of CONSULTANT's proper statement, as defined by COUNTY's Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by CONSULTANT and written approval by Contract Administrator that the Project is progressing in a satisfactory manner, Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for reimbursables or for services performed during the construction phase.

5.5.2 Upon CONSULTANT's satisfactory completion of each phase and after Contract Administrator's review and approval, COUNTY shall remit to CONSULTANT that ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the Purchasing Director.

5.5.3 Payment will be made to CONSULTANT at:

Premiere Design Solutions, Inc.
2900 Glades Circle, Suite 700
Weston, FL 33327

ARTICLE 6

OPTIONAL AND ADDITIONAL SERVICES; 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 by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any Additional Services.

- 6.2 In the event a dispute between Contract Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by Contract Administrator and CONSULTANT, such dispute shall be promptly presented to COUNTY's committee which negotiated this Agreement, for resolution. The committee's decision shall be final and binding on the parties. The resolution shall be set forth in a written document in accordance with Section 6.1 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.
- 6.3 As provided in Section 9.2.1, 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 DBE participation. CONSULTANT shall demonstrate good faith efforts to include DBE participation in change order work and shall report such efforts to the 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 pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 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 itemized deliverables/documents identified in Exhibit "A" of CONSULTANT 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
INSURANCE

- 8.1 To ensure the indemnification obligation contained Section 10.7 of this Agreement, CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General

or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance. Each insurance policy shall clearly identify the foregoing indemnification as insured.

8.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and 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 pay all deductible amounts, if any. CONSULTANT shall specifically protect COUNTY and the Board by naming Broward County as additional insured under the Comprehensive General or Commercial Liability Insurance policy hereinafter described as well as on any Excess Liability Policy coverage. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.

8.2.1 Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claims-made basis to be no less than One Million Dollars (\$1,000,000.00). Any deductible amount shall not exceed One Hundred Thousand Dollars (\$100,000.00) for each claim. **CONSULTANT shall notify COUNTY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.**

8.2.2 Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the Workers' Compensation Law, of the State of Florida and all applicable federal laws. Policy shall include: Employers' Liability with minimum limits of One Million Dollars (\$1,000,000.00) per accident.

8.2.3 Comprehensive or Commercial Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) 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 Comprehensive 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.

8.2.4 Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence 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.

- 8.3 CONSULTANT shall provide to COUNTY Certificate/s of Insurance and endorsements within fifteen (15) days after notification of award of the contract. COUNTY reserves the right to obtain a certified copy of such policies required by this Article within fifteen (15) calendar days of a written request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is completed. 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. CONSULTANT's failure to provide to COUNTY the Certificates of Insurance within fifteen (15) calendar days shall be the basis for the termination of the Agreement.
- 8.4 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.
- 8.5 If CONSULTANT uses a subcontractor, then CONSULTANT shall ensure that subcontractor names COUNTY as an additional insured.
- 8.6 Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.

ARTICLE 9
EEO AND DBE COMPLIANCE

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

CONSULTANT shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or

services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CONSULTANT shall include the foregoing or similar language in its contracts with any subcontractors or Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

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, as may be amended from time to time). 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.

9.2 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

9.2.1 The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of Federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect DBEs to achieve in the absence of discrimination.

Since this project is funded in part using United States Department of Transportation Federal Transit Administration federal funds, it is the policy of Broward County Office of Equal Opportunity to ensure that certified Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as subcontractors and suppliers on all contracts awarded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.

Failure by CONSULTANT to carry out any of the DBE 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 Equal Opportunity, may make minor administrative modifications to the DBE 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.

COUNTY, acting by and through its Office of Economic and Small Business Development, 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 (\$50,000.00) whichever is less, for opportunities to include or increase the participation of certified DBE firms already involved in this Agreement. CONSULTANT shall make a good faith effort to include DBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.

9.2.2 COUNTY and CONSULTANT agree that subcontract awards to DBE firms are crucial to the achievement of the Project's DBE participation goal. CONSULTANT understands that each DBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. In an effort to assist COUNTY in achieving its established goal for this Project, CONSULTANT agrees to meet the following DBE participation goal by utilizing the DBE firms for the work and dollar values described in Subsection 9.2.3:

Total DBE Goal	15%
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CONSULTANT may not terminate for convenience a certified DBE listed as a subcontractor in the CONSULTANT'S bid or offer without the County's prior written consent, which consent shall not be unreasonably

withheld. CONSULTANT shall inform COUNTY immediately when a DBE firm is not able to perform or if CONSULTANT believes the DBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONSULTANT to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including cause, CONSULTANT shall make good faith efforts to find another DBE firm to perform the work required of the original BE firm.

- 9.2.3 In performing services for this Project, COUNTY and CONSULTANT hereby incorporate CONSULTANT's participating DBE firms, addresses, scope of work, and dollar value identified on the Schedule of DBE Participation into this Agreement (Exhibit "D"). Upon execution of this Agreement by COUNTY, CONSULTANT shall enter into a formal contract with the DBE firms CONSULTANT selected to fulfill the DBE participation goal for this Agreement and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward Office of Economic and Small Business Development. CONSULTANT shall not terminate a DBE firm listed on the Schedule of Participation without cause unless CONSULTANT has received COUNTY's prior written consent. CONSULTANT understands that each replacement DBE firm utilized on the Project to meet the participation goal must also be certified by the Broward County Office of Economic and Small Business Development.
- 9.2.4 CONSULTANT shall allow COUNTY to engage in on-site reviews to monitor CONSULTANT's progress in achieving and maintaining its contractual and DBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. 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 days' notice, to allow COUNTY to determine CONSULTANT's compliance with its commitment to the DBE participation goal and the status of any DBE firm performing any portion of this Agreement.
- 9.2.5 CONSULTANT understands that it is the responsibility of the Contract Administrator and the Broward County Office of Economic and Small Business Development to monitor compliance with the DBE requirements. In that regard, CONSULTANT agrees to furnish monthly reports regarding compliance with its DBE obligations to the Contract Administrator 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 DBE firm participating in this Agreement; a description of the work performed and/or

product or service supplied by each DBE 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 Office of Economic and Small Business Development. The first report shall be due at the end of the first month of this Agreement.

9.2.6 In the event of CONSULTANT's noncompliance with its participation commitment to a DBE firm (including without limitation the unexcused reduction of the DBE firm's participation), the affected DBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the DBE firm, and alleged to be due to the willful action or omission of CONSULTANT:

9.2.6.1 The affected DBE firm shall be entitled to damages pursuant to its agreement with CONSULTANT.

9.2.6.2 If the DBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by CONSULTANT, then in such event the DBE 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.

9.2.6.3 Nothing under this Subsection 9.2.6 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.

9.2.7 CONSULTANT agrees that nonpayment of a DBE subcontractor or DBE supplier as required by Section 3.4 of this Agreement shall be a material breach of this Agreement and that COUNTY's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums due to such subcontractors or suppliers. CONSULTANT agrees that the presence of a "pay when paid" provision in its contract with a DBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Subsection 9.2.7 shall not be employed when CONSULTANT demonstrates that failure to pay results from a bona fide dispute with its DBE subcontractor or supplier.

- 9.3 Contract Assurance: Neither CONSULTANT, nor any subcontractor, may discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this US Department of Transportation-assisted Agreement. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or any other remedy allowed by law.

ARTICLE 10 MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Agreement 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 Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, COUNTY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

10.2 TERMINATION

10.2.1 This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement, or any Work Authorization, may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of COUNTY by someone other than the Board, termination by COUNTY may be by action of the County Administrator or the COUNTY representative (including his or her successor) who entered in this Agreement on behalf of COUNTY. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if the COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement or Work Authorization. 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. This Agreement or a Work Authorization may also be terminated by the Board:

10.2.2.1 Upon the disqualification of CONSULTANT as a DBE by COUNTY's Director of the Office of Economic and Small Business Development if CONSULTANT's status as a DBE was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by CONSULTANT;

10.2.2.2 Upon the disqualification of CONSULTANT by COUNTY's Director of the Office of Economic and Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by CONSULTANT in the course of obtaining this Agreement or the Work Authorization, or attempting to meet the DBE contractual obligations;

10.2.2.3 Upon the disqualification of one or more of CONSULTANT's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a DBE firm was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by CONSULTANT or such participant;

10.2.2.4 Upon the disqualification of one or more of CONSULTANT's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such DBE participant attempted to meet its DBE contractual obligations through fraud, misrepresentation, or material misstatement; or

10.2.2.5 If CONSULTANT is determined by COUNTY's Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud,

misrepresentation, or material misstatement concerning the DBE status of its disqualified DBE participant.

10.2.3 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 that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

10.2.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement or Work Authorization through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for COUNTY's right to terminate this Agreement for convenience.

10.2.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due CONSULTANT shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 10.1 of Article 10.

10.3 AUDIT RIGHT AND RETENTION OF RECORDS

10.3.1 CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project, including, without limitation, complete and correct records of payments to each of its Subconsultants and subcontractors. For each Subconsultant and subcontractor, the books, records, and accounts shall reflect each payment to the Subconsultant or subcontractor and the cumulative total of the payments made to the Subconsultant or subcontractor. COUNTY shall have the right to audit the books, records, and accounts of CONSULTANT and its Subconsultants and subcontractors that are related to this Project. All books, records, and accounts of CONSULTANT and its Subconsultants and subcontractors 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 or its Subconsultants and subcontractors, as applicable, shall make same available at no cost to COUNTY in written form.

10.3.2 CONSULTANT and its Subconsultants and subcontractors shall preserve and make available, at reasonable times for examination and audit by

COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONSULTANT's and its Subconsultants and subcontractors' records, CONSULTANT and its Subconsultants and subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its Subconsultants and subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

10.3.3 CONSULTANT shall, by written contract, require its Subconsultants and subcontractors to agree to the requirements and obligations of this Section 10.3.

10.4 PUBLIC ENTITY CRIME ACT

CONSULTANT represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, 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, 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 hereto, 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.

10.5 SUBCONSULTANTS

10.5.1 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT. Where CONSULTANT's failure to use subconsultant results in CONSULTANT's noncompliance with DBE participation goals, such failure shall entitle the affected DBE firm to damages available under this Agreement and under local and state law. The list of subconsultants is provided on Exhibit C-1, Schedule of Subconsultants as attached hereto and made a part hereof.

10.5.2 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 8 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 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.

10.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.5. COUNTY shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by CONSULTANT without COUNTY's written consent.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide

and perform such services to COUNTY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

10.7 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. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator 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.

10.8 REPRESENTATIVE OF COUNTY AND CONSULTANT

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

10.8.2 CONSULTANT shall inform Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

10.9 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10.10 AMENDMENTS

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.11 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, 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 notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

FOR COUNTY:

Transit Director, Contract Administrator
1 North University Drive, Suite 3100A
Plantation, FL 33324

FOR CONSULTANT:

Luis Jurado, President
Premiere Design Solutions, Inc.
2900 Glades Circle, Suite 700
Weston, FL 33327

10.12 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.

10.13 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.

10.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

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

10.15 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 also 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.

10.16 PUBLIC ART AND DESIGN

CONSULTANT acknowledges that Broward County adopted Ordinance No. 95-20 establishing a Public Art and Design Program. The purpose of Ordinance No. 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 Affairs Division at the direction of the Broward Cultural Affairs Council through its Public Art and Design Committee.

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 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.

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.

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 the artist(s).

10.17 INDEPENDENT CONTRACTOR

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 COUNTY.

10.18 THIRD PARTY BENEFICIARIES

Except as provided under Subsection 9.2.6, neither CONSULTANT nor COUNTY intends to directly or substantially benefit a third party by this Agreement. 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. 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 claim against either of them based upon this Agreement.

10.19 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons 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.

In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

10.20 CONTINGENCY 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 a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.21 MATERIALITY AND WAIVER OF BREACH

COUNTY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach 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.

10.22 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

10.23 SEVERANCE

In the event this Agreement or a portion of this Agreement 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. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.24 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of COUNTY and CONSULTANT 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.

10.25 PRIORITY OF PROVISIONS

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 this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.26 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.27 INCORPORATION BY REFERENCE

The attached Exhibits A, B, C, D, and E are incorporated into and made a part of this Agreement.

10.28 RE-USE OF PROJECT

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, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and CONSULTANT agrees to such re-use in accordance with this provision.

If Contract Administrator elects to re-use the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, CONSULTANT will be paid a re-use fee to be negotiated between CONSULTANT and COUNTY's Purchasing Negotiator, subject to approval by the proper awarding authority.

Each re-use shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This re-use may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all re-use assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of re-use for the new site location.

The terms and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed by the parties in writing.

10.29 PAYABLE INTEREST

10.29.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

10.29.2 Rate of Interest. In any instance where the prohibition or limitations of Section 10.29.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.30 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants 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 and does so with full and legal authority.

10.31 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10.32 REQUIREMENTS RELATED TO FEDERAL FUNDING

CONSULTANT shall comply with the provisions set forth in the Federal Transit Administration (FTA) United States Department of Transportation (USDOT) Funding Supplement attached hereto as Exhibit "D" and incorporated herein by reference.

[Remainder of this page intentionally left blank]

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-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:


BROWARD COUNTY, by and through its Board of County Commissioners

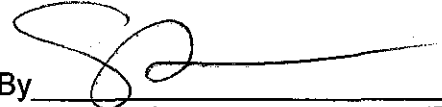
Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County Commissioners

BY _____
Mayor
____ day of _____, 20____.

Insurance requirements
Approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By  11/10/13
Signature (Date)


By 
Sharon V. Thorsen (Date)
Senior/Assistant County Attorney

Risk Management Division

Print Name and Title above
Jacquiline A. Birns

**Risk Insurance and
Contracts Manager**

APPROVED:

By 
Noel M. Pfeffer (Date)
Deputy County Attorney

SVT.dmv
transitarchitectandengineeringpremieredesignsolutions.doc
12/18/12
11/26/12
11/19/12
12-114.06

AGREEMENT BETWEEN BROWARD COUNTY AND PREMIERE DESIGN SOLUTIONS, INC. FOR CONSULTANT SERVICES FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE TRANSIT DIVISION IN BROWARD COUNTY, FLORIDA, RLI # V1018717R1

FOR INDIVIDUAL:

CONSULTANT

WITNESSES:

Signature

By _____

Print/Type Name

(Please Type Name)

Signature

____ day of _____, 20__.

Print/Type Name

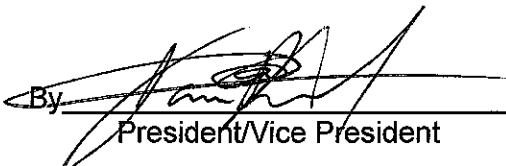
FOR CORPORATION:

CONSULTANT

PREMIERE DESIGN SOLUTIONS, INC.

ATTEST:

Natalia Rivera - Jurado
Secretary

By 

President/Vice President

NATALIA RIVERA - JURADO
(Please Type Name of Secretary)

LUIS J. JURADO
(Please Type Name of President/Vice President)

CORPORATE SEAL

9 day of January, 2013.

Exhibit "A"

EXHIBIT "A"

Scope of Service

Consultant shall be tasked to provide comprehensive A/E professional services on a project specific basis. Such comprehensive project specific services shall be contracted on a continuing term basis which may include: existing facility and site documentation; project budgeting; design-necessitated existing facility assessments and evaluations; project cost estimating; project schedule development and analysis; facility programming; complete architectural/engineering services for the design of new buildings, additions to existing buildings, remodeling, renovations, project-related space planning/interior design, on-site and off-site improvements and other project types.

Potential services for specific projects may include full design and construction contract document development; construction specification development; contract and bidding document development; code analysis; jurisdictional review and permitting assistance and procurement; bid/award support and concurrence; negotiation support; construction contract administration services; construction phase field support services; inspections, construction observation and project progress documentation; post-occupancy surveys and related services; project-related claims analysis and support; surveying; materials and contract compliance testing services; computer-aided and manually generated graphics support; preparation of narratives and other textual project support; photographic and video-graphic project support; building information modeling (BIM) project support; geographic information systems (GIS) project support; other data and information system project support.

Consultant shall provide all Architectural / Engineering professional services, landscape architecture, interior design or specialty consultant support (through either in-house or subconsultant firms) as required to complete an assigned project. Project specific services may also include project team facilitation and support; hurricane/disaster preparedness and recovery assistance; project status reporting and performance/compliance reporting.

Exhibit "A"

**GENERAL PROFESSIONAL SERVICES AGREEMENT
EXHIBIT "A" - ATTACHMENT 1
Electronic Media Submittal Requirements**

The Contract Administrator 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 Agreements for CONSULTANT, preconstruction and construction services require submittal of documents produced on electronic media. Requirements for that media are presented below.

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 the CONSULTANT shall be accomplished and developed using computer-aided design and drafting (CADD) and/or Building Information Modeling (BIM) any other software as required to complete the required contract deliverables and procedures conforming to the following criteria.

B. CADD and BIM Graphic Format:

1. Provide all CADD data in Autodesk, Inc.'s AutoCAD release 2010 or higher in native drawing (.dwg) electronic digital format and shall be readable by the COUNTY's target platform. Provide copies of all drawing sheets or other CADD produced documents intended for hardcopy plotting or printing in plot (.plt), Portable Document Format (.PDF) and drawing web format (.dxf) versions of all sheets/documents. Provide all Building Information Modeling (BIM) conforming to the General Service Administration's (GSA) BIM Guide Series 02-Spatial program validation, dated November 1, 2006 or later. Building Information Model shall be prepared utilizing any system in accordance with GSA's program of approved vendor's or systems that use the International Alliance for Interoperability (IAI) IFC standard 2x edition 2 version 1.7 or later as adopted by the GSA, except as authorized in advance in writing by the Contract Administrator.
2. Target platform: personal computer with a Windows XP or Windows 7 operating system that exceeds the minimum Autodesk requirements for the version of AutoCad or Revit utilized for the project.
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 Contract Administrator's target BIM and CADD system (i.e., basic and advanced CADD software, platform, database software), and adhere to the standards and requirements specified herein.

Exhibit "A"

4. The term "compatible" means that data can be accessed directly by the target CADD system without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of the CONSULTANT to ensure this level of compatibility.
5. Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft Access 2002 or higher, or other compatible SQL format database.
6. Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.
7. All database tables: conform to the structure and field-naming guidance provided upon request by the Contract Administrator.

C. BIM and CADD Standards:

1. Standard plotted drawing size: 24 inch x 36 inch up to 30 inch x 42 inch sheets maximum.
2. Coordinate with the Contract Administrator concerning the standard file naming protocol to be utilized.
3. BIM Standards and CADD Layering:
 - a. BIM Industry Standards of Care provisions shall comply with Attachment 2a and also include GSA BIM Guide Series 02 requirements referenced by the COUNTY in the CONTRACT. CADD Layering shall conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, "CAD Layer Guidelines", 2nd edition or later.
 - 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 standard AIA CAD Layer Guidelines including any user definable fields permitted by the guidelines.
 - c. Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities Management and other related information. Obtain latest Contract

Exhibit "A"

Administrator specific layering from Contract Administrator prior to production of documents and incorporate into drawings.

4. Attribute Definitions:
 - a. Obtain latest guidance from the Contract Administrator concerning attribute definition, database linking and other information embedding requirements prior to production of documents.
 5. Submit a written request for approval of any deviations from the Contract Administrator's established BIM and CADD 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.
 6. No deviations from the Contract Administrator's established CADD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.
- D. Non-CADD Graphic Format: Provide digital photography files and other miscellaneous graphics in JPEG or PNG format.
- E. Non-Graphic Format:
1. Provide word processing files in PDF and in Microsoft Word 2010 file format including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
 2. Provide spreadsheet files in .PDF and Microsoft Excel 2010 file formats 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 2010 or higher, or other compatible SQL format database including all tables, forms, queries and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.
- F. Delivery Media and Format:

Exhibit "A"

1. Submit copies of all BIM and CADD 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 5-1/4-inch ISO-9660 CD-ROM or DVD media. Floppy discs, ZIP discs and other miscellaneous media will not be accepted.
3. The electronic digital media shall be in the format which can be read and processed by the Contract Administrator's target CADD system.
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.
5. Before a BIM and CADD file is 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 Contract Administrator'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 PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator. 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 the Contract Administrator and provided to the Contract Administrator with the delivery media.
 - d. Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract

Exhibit "A"

Administrator-furnished materials must be provided to the Contract Administrator 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.
- g. Document any fonts, tables, or other similar customized drawing element developed by the CONSULTANT or not provided among the Contract Administrator-furnished materials. The CONSULTANT shall obtain Contract Administrator approval before using anything other than the Contract Administrator's standard fonts, line types, tables, blocks, or other drawing elements available from the Contract Administrator.
- h. Provide CTB files from all disciplines or Sub-Consultants. All electronic files must be "E-Transmit" with bound & unbound X-ref files, font files, texture/hatch files, data links, web site links, etc.

G. Model / Drawing Development Documentation:

1. Provide the following information for each finished Model in a non plot View in the host platform:
 - a. How the data were input (e.g., modeled or keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - b. Brief Model / 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, families, blocks, symbols, details, tables, and schedule files required for the finished model or drawing.
 - d. Layer assignments and lock settings.
 - e. Text fonts, line styles/types used, and pen settings.

Exhibit "A"

H. 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 (e.g., disk, tape), 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 "Plot 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 plot file by the Contract Administrator at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing size, and any other special instructions.
 - 2) Instructions concerning how to generate plotted, or hard copy, drawings from the provided plot files.

Exhibit "A"

- 3) List of any deviations from the Contract Administrator's standard layer/level scheme and file-naming conventions.
- 4) List of all new symbol blocks created for project, which were not provided to the CONSULTANT with the Contract Administrator-furnished materials.
- 5) List of any non-IGES crosshatch/patterns used.
- 6) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to the CONSULTANT with the Contract Administrator-furnished materials, and any associated properties.
- 7) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
- 8) Recommended modifications which will be necessary to make the data available for GIS use.

I. Ownership:

1. COUNTY will have unlimited rights under the Professional Services Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Contract Administrator and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright.
2. Unlimited rights under this contract are rights to 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 except where otherwise limited within the Contract.
3. The Contract Administrator 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.

Exhibit "A"

J. Contract Administrator-Furnished Materials to the Construction CONSULTANT:

1. The Contract Administrator and CONSULTANT may make various electronic information available to CONSULTANT during the Pre-Construction and Construction phases of the Project. To this end, the CONSULTANT may make the following information available to the CONSULTANT in electronic format:
 - a. Work-files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of the CONSULTANT's work in progress may be provided to the CONSULTANT, Managing General CONSULTANT, or other COUNTY consultant on an as required basis.
 - b. Electronic copies of any existing site survey data already on electronic media.
 - c. Where Electronic Project Record Documents are required, the CONSULTANT may provide the CONSULTANT one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at the CONSULTANT's option.

K. Other Digital Information:

1. A variety of digital information may be generated by participants in the design process including the Contract Administrator, the CONSULTANT, subconsultants, subcontractors, the Contract Administrator's commissioning authority, local jurisdictional authorities and other project team members.
2. The CONSULTANT shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

End of Attachment 1: Electronic Media Submittal Requirements

Exhibit "A"

**GENERAL PROFESSIONAL SERVICES AGREEMENT
EXHIBIT "A" - ATTACHMENT 1A:
BIM Standards of Care**

General Provisions. The Model shall be developed to include the systems described below as they would be built, the processes of installing them, and to reflect final as-built construction conditions. The deliverable Model at all different phases shall be developed to include as many of the systems described below as are necessary and appropriate at that design stage. The Model shall be developed using Building Information Modeling ("BIM") supplemented with Computer Aided Design ("CAD") content as necessary to produce a complete set of Construction Documents.

The following Level of Development (LOD) descriptions identify the specific content requirements and associated authorized uses for each Model Element at five progressively detailed levels of completeness. Each subsequent LOD builds on the previous level and includes all the characteristics of previous levels. The parties shall utilize the five LOD described below in completing the Model, which establishes the required LOD for each Model Element at each phase of the Project.

LEVEL OF DEVELOPMENT (LOD)

LOD 100: Schematic Phase

Model Content Requirements. Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.

Potential Uses

Analysis. The Model may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to the representative Model Elements.

Cost Estimating. The Model may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, etc).

Schedule. The Model may be used for project phasing and overall duration.

LOD 200: Design Development Phase

Model Content Requirements. Model Elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

Exhibit "A"

Potential Uses

Analysis. The Model may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

Cost Estimating. The Model may be used to develop cost estimates based on the approximate data provided and conceptual estimating techniques (e.g., volume and quantity of elements or type of system selected).

Schedule. The Model may be used to show ordered, time-scaled appearance of major elements and systems.

LOD 300: Construction Document Phase 75% & 100%

Model Content Requirements. Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

Detailed BIM Delivery Breakdown for Level 300:

Architectural/Interior Design. The Architectural systems Model may vary in level of detail for individual building elements, but at a minimum the model must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include:

Spaces. The Model shall include spaces defining actual net square footage and net volume, and holding data to develop the room finish schedule including room names and numbers. Include program information to verify design space against programmed space, using this information to validate area quantities.

Walls and Curtain Walls. Each wall shall be depicted to the exact height, length, width, materiality and ratings (thermal, acoustic, fire) to properly reflect wall types. The Model shall include all walls, both interior and exterior, and the necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.

Doors, Windows and Louvers. Doors, windows and louvers shall be depicted to represent their actual size, type and location. Doors and windows shall be modeled with the necessary intelligence to produce accurate window and door schedules.

Roof. The Model shall include the roof configuration, drainage system, penetrations, specialties, and the necessary intelligence to produce accurate plans, building sections and wall sections where roof design elements are depicted.

Floors. The floor slab(s) shall be developed in the Structural Model and then referenced by the Architectural Model.

Ceilings. All heights and other dimensions of ceilings, including soffits, ceiling materials, or other special conditions shall be depicted in the Model with the necessary intelligence to produce

Exhibit "A"

accurate plans, building sections and wall sections where ceiling design elements are depicted.

Vertical Circulation. All continuous vertical components (i.e., non-structural shafts, architectural stairs, handrails and guardrails) shall be accurately depicted and shall include the necessary intelligence to produce accurate plans, elevations and sections in which such design elements are referenced.

Architectural Specialties. All architectural specialties (i.e., toilet room accessories, toilet partitions, grab bars, lockers, and display cases) and millwork (i.e., cabinetry and counters) shall be accurately depicted with the necessary intelligence to produce accurate plans, elevations, sections and schedules in which such design elements are referenced.

Signage. The Model shall include all signage and the necessary intelligence to produce accurate plans and schedules.

Schedules. Provide door, window, hardware sets using Builders Hardware Manufacturers Association (BHMA) designations, flooring, wall finish, and signage schedules from the Model, indicating the type, materials and finishes used in the design.

Furniture. The furniture Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing, and have necessary intelligence to produce accurate plans. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Representation of furniture elements is to be 2D. Contractor may provide a minimal number of 3D representations as examples. Examples of furniture include, but are not limited to, desks, furniture systems, seating, tables, and office storage.

Furniture Coordination. Furniture that makes use of electrical, data or other features shall include the necessary intelligence to produce coordinated documents and data.

Equipment. The Model may vary in level of detail for individual elements. Equipment shall be depicted to meet layout and clearance requirements with the necessary intelligence to produce accurate plans and schedules, indicating the configuration, materials, finishes, mechanical, electrical requirements and all other related utilities. Examples of equipment include but are not limited to copiers, printers, refrigerators, ice machines, microwaves, and equipments specifically related to the operations and functions of the facility.

Schedules. Provide furniture and equipment schedules from the model indicating the materials, finishes, mechanical, and electrical requirements.

Structural. The Structural systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional *minimum* Model requirements include:

Foundations. All necessary foundation and/or footing elements, with necessary intelligence to produce accurate plans and elevations.

Exhibit "A"

Floor Slabs. Structural floor slabs shall be depicted with all necessary recesses, curbs, pads, closure pours, and major penetrations accurately depicted. Major penetrations shall include A/C duct chases and pipes larger than 6" dia. only.

Structural Steel. All steel columns, primary and secondary framing members, and steel bracing for the roof and floor systems (including decks), including all necessary intelligence to produce accurate structural steel framing plans, related building/wall sections, and schedules.

Cast-in-Place Concrete. All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting cast-in-place concrete elements.

Precast/Tilt up/CMU. All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting such elements.

Expansion Joints. Joints shall be accurately depicted.

Stairs. All framing members for stair systems, including necessary intelligence to produce accurate plans and building/wall sections depicting stair design elements.

Shafts and Pits. All shafts and pits, including necessary intelligence to produce accurate plans and building/wall sections depicting these design elements.

Openings and Penetrations. All major openings and penetrations that would be included on a quarter inch (1/4"=1'0") scaled drawing.

Mechanical. The Mechanical systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1-1/2" NPS) field-routed piping is not required to be depicted in the Model. Additional minimum Model requirements include:

HVAC. All necessary heating, ventilating, air-conditioning and specialty equipment, including air distribution for supply, return, ventilation and exhaust ducts, control systems, chillers, registers, diffusers, grills, and hydronic baseboards with necessary intelligence to produce accurate plans, elevations, building/wall sections and schedules.

Mechanical Piping. All necessary piping and fixture layouts, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, and schedules.

Plumbing. All necessary plumbing piping and fixture layouts, floor and area drains, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules.

Exhibit "A"

Equipment Clearances. All Mechanical equipment clearances shall be modeled for use in interference management and maintenance access requirements.

Elevator Equipment. All necessary equipment and control systems, including necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.

Electrical/Telecommunications/Data. The Electrical and Telecommunications systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1-1/2"Ø) field-routed conduit is not required to be depicted in the Model. Additional *minimum* Model requirements include:

Interior Electrical Power and Lighting. All necessary interior electrical components (i.e., lighting, receptacles, special and general purpose power receptacles, lighting fixtures, panel boards, cable trays and control systems), including necessary intelligence to produce accurate plans, details and schedules. Lighting and power built into furniture/equipment shall be modeled.

Special Electrical. All necessary special electrical components (i.e., security, mass notification, public address, nurse call and other special electrical occupancy sensors, and control systems), including necessary intelligence to produce accurate plans, details and schedules.

Grounding. All necessary grounding components (i.e., lightning protection systems, static grounding systems, communications grounding systems, and bonding), including necessary intelligence to produce accurate plans, details and schedules.

Telecommunications/Data. All existing and new telecommunications service controls and connections, both above ground and underground, with necessary intelligence to produce accurate plans, details and schedules. Cable tray routing shall be modeled without detail of cable contents.

Exterior Building Lighting. All necessary exterior lighting including all lighting fixtures, relevant existing and proposed support utility lines and equipment with necessary intelligence to produce accurate plans, details and schedules.

Equipment Clearances. All Electrical equipment clearances shall be modeled for use in interference management and maintenance access requirements.

Fire Protection. The fire protection system Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1-1/2" NPS) field-routed piping is not required to be depicted in the Model. Additional *minimum* Model requirements include:

Fire Protection System. All relevant fire protection components (i.e., branch piping, sprinkler heads, fittings, drains, pumps, tanks, sensors, control panels) with necessary intelligence to

Exhibit "A"

produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. All fire protection piping shall be modeled.

Fire Alarms. Fire alarm/mass notification devices and detection system shall be indicated with necessary intelligence to produce accurate plans depicting them.

Landscape. The Landscape Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing, and have necessary intelligence to produce accurate plans. Representation of Landscape elements is to be diagrammatic. Examples of landscape material include, but are not limited to trees and shrubs.

Civil. The Civil Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a one inch (1"=100') scaled drawing. Additional *minimum* Model requirements include:

Terrain (DTM). All relevant site conditions and proposed grading, including necessary intelligence to produce accurate Project site topographical plans and cross sections.

Drainage. All existing and new drainage piping, including upgrades thereto, including necessary intelligence to produce accurate plans and profiles for the Project site.

Storm Water and Sanitary Sewers. All existing and new sewer structures and piping, including upgrades thereto, with necessary connections to mains or other distribution points as appropriate, including necessary intelligence to produce accurate plans and profiles .

Utilities. All necessary new utilities connections from the Project building(s) to the existing or newly-created utilities, and all existing above ground and underground utility conduits, including necessary intelligence to produce accurate plans and site-sections.

Roads and Parking. All necessary roadways, parking lots, and parking structures, including necessary intelligence to produce accurate plans, profiles and cross-sections.

Potential Uses

Suitable for the generation of traditional construction documents and shop drawings.

Analysis. The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.

Cost Estimating. The Model may be used to develop cost estimates based on the specific data provided and conceptual estimating techniques.

Schedule. The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.

LOD 400: BIM for Construction Administration (Optional)

Exhibit "A"

Model Content Requirements. Model Elements are modeled as specific assemblies that are accurate in terms of size, shape, location, quantity, and orientation with complete fabrication, assembly, and detailing information. Non-geometric information may also be attached to Model Elements.

Potential Uses

Construction. Model Elements are virtual representations of the proposed element and are suitable for construction.

Analysis. The Model may be analyzed for performance of approved selected systems based on specific Model Elements.

Cost Estimating. Costs are based on the actual cost of specific elements at buyout.

Schedule. The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

LOD 500: BIM for Facility Management (Optional)

Model Content Requirements. Model Elements are modeled as constructed assemblies actual and accurate in terms of size, shape, location, quantity, and orientation. Non-geometric information may also be attached to modeled elements.

Potential Uses

Facility Management. The Model may be utilized for maintaining, altering, and adding to the Project, but only to the extent consistent with any licenses granted in the Agreement or in a separate licensing agreement.

End of Attachment 1A: BIM Standards of Care

Exhibit "X"
Salary Costs

Firm Name: Premiere Design Solutions, Inc.
Project Name: Architectural and Engineering Professional Services for the Transit Division
Project Number: RLI No. V1018717R1

Position/Title	Raw Hourly Salary (\$/Hr)	+	Over-Head at 125% (\$/Hr)	+	Fringe at 35.47% (\$/Hr)	+	Profit at 10% (\$/Hr)	=	Rate (\$/Hr)	
Principal/Project Coordinator - Luis Jurado, P.E.	\$57.50	+	\$71.88	+	\$20.40	+	\$14.98	=	\$164.75	
QA/QC Manager - Gustavo Eckardt, P.E.	\$47.50	+	\$59.38	+	\$16.85	+	\$12.37	=	\$136.10	
Project Manager - Glen Harrelson, P.E.	\$42.50	+	\$53.13	+	\$15.07	+	\$11.07	=	\$121.77	
Senior Project Engineer - Lakshmi Kuttiparambil, P.E.	\$33.00	+	\$41.25	+	\$11.71	+	\$8.60	=	\$94.55	
Project Engineer - Kevin Fulchan, E.I.	\$26.50	+	\$33.13	+	\$9.40	+	\$6.90	=	\$75.93	
CAD Tech - Henry Rivera	\$23.50	+	\$29.38	+	\$8.34	+	\$6.12	=	\$67.33	
Administrative	\$19.00	+	\$23.75	+	\$6.74	+	\$4.95	=	\$54.44	
Registered Surveyor - Fernando Fernandez, PLS	\$47.50	+	\$59.38	+	\$16.85	+	\$12.37	=	\$136.10	
Surveying Technician	\$23.50	+	\$29.38	+	\$8.34	+	\$6.12	=	\$67.33	
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00	
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00	
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00	
					Overhead Percentage	1.25				
					Fringe Percentage	0.3547				
					Profit Percentage	0.1				
			Overhead (\$/Hr) = Raw Salary x Overhead %							
			Fringe (\$/Hr) = Raw Salary x Fringe %							
			Profit (\$/Hr) = (Raw Salary + Overhead + Fringe) x Profit %							
			The Above Computations Result in an Overall Multiplier of:							2.86517

Exhibit "B" Salary Costs

Exhibit "X"
Salary Costs

Firm Name: The Spinnaker Group, Inc
Project Name: Architectural and Engineering Professional Services for the Transit Division
Project Number: RLI No. V1018717R1

Position/Title	Raw Hourly Salary (\$/Hr)	+	Over-Head at 124% (\$/Hr)	+	Fringe at 35% (\$/Hr)	+	Profit at 10% (\$/Hr)	=	Rate (\$/Hr)
Principal	\$57.50	+	\$71.30	+	\$20.13	+	\$14.89	=	\$163.82
Senior CX Agent	\$42.26	+	\$52.40	+	\$14.79	+	\$10.95	=	\$120.40
LEED PM	\$43.00	+	\$53.32	+	\$15.05	+	\$11.14	=	\$122.51
Administrative	\$18.33	+	\$22.73	+	\$6.42	+	\$4.75	=	\$52.22
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
					Overhead Percentage		1.24		
					Fringe Percentage		0.35		
					Profit Percentage		0.1		
			Overhead (\$/Hr) = Raw Salary x Overhead %						
			Fringe (\$/Hr) = Raw Salary x Fringe %						
			Profit (\$/Hr) =(Raw Salary + Overhead + Fringe) x Profit %						
			The Above Computations Result in an Overall Multiplier of:						2.849

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Exhibit "B" Salary Costs

Exhibit "X"
Salary Costs

Firm Name: Cherokee Enterprises, Inc.
Project Name: Architectural and Engineering Professional Services for the Transit Division
Project Number: RLI No. V1018717R1

Position/Title	Raw Hourly Salary (\$/Hr)	+	Over-Head at 125% (\$/Hr)	+	Fringe at 36% (\$/Hr)	+	Profit at 10% (\$/Hr)	=	Rate (\$/Hr)	
Principal	\$56.63	+	\$70.79	+	\$20.39	+	\$14.78	=	\$162.58	
Project Manager	\$42.12	+	\$52.65	+	\$15.16	+	\$10.99	=	\$120.92	
Senior Geologist or Engineer	\$39.79	+	\$49.74	+	\$14.32	+	\$10.39	=	\$114.23	
Associate Engineer or Geologist	\$33.00	+	\$41.25	+	\$11.88	+	\$8.61	=	\$94.74	
Staff Engineer or Geologist	\$26.00	+	\$32.50	+	\$9.36	+	\$6.79	=	\$74.64	
Senior Technician (includes Cadd)	\$26.00	+	\$32.50	+	\$9.36	+	\$6.79	=	\$74.64	
Technician	\$22.00	+	\$27.50	+	\$7.92	+	\$5.74	=	\$63.16	
Secretary/Administrative Assistant	\$19.00	+	\$23.75	+	\$6.84	+	\$4.96	=	\$54.54	
Operator III	\$23.00	+	\$28.75	+	\$8.28	+	\$6.00	=	\$66.03	
Operator II/Laborer II	\$19.00	+	\$23.75	+	\$6.84	+	\$4.96	=	\$54.54	
Operator I/Laborer I	\$16.00	+	\$20.00	+	\$5.76	+	\$4.18	=	\$45.93	
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00	
					Overhead Percentage		1.25			
					Fringe Percentage		0.36			
					Profit Percentage		0.1			
			Overhead (\$/Hr) = Raw Salary x Overhead %							
			Fringe (\$/Hr) = Raw Salary x Fringe %							
			Profit (\$/Hr) = (Raw Salary + Overhead + Fringe) x Profit %							
			The Above Computations Result in an Overall Multiplier of:							2.87

Exhibit "B" Salary Costs

Exhibit "X"
Salary Costs

Firm Name: Genesis Enterprises & Engineering Services, LLC
 Project Name: Architectural and Engineering Professional Services for the Transit Division
 Project Number: RLI No. V1018717R1

Position/Title	Raw Hourly Salary (\$/Hr)	+	Over-Head at 108.08% (\$/Hr)	+	Fringe at 24.43% (\$/Hr)	+	Profit at 10.00% (\$/Hr)	=	Rate (\$/Hr)
Principal	\$57.50	+	\$62.15	+	\$14.05	+	\$13.37	=	\$147.06
Sr. Engineer	\$55.00	+	\$59.44	+	\$13.44	+	\$12.79	=	\$140.67
Project Manager	\$47.50	+	\$51.34	+	\$11.60	+	\$11.04	=	\$121.49
Engineer	\$45.00	+	\$48.64	+	\$10.99	+	\$10.46	=	\$115.09
Designer / Engineer Intern	\$40.00	+	\$43.23	+	\$9.77	+	\$9.30	=	\$102.30
CADD Technician	\$30.00	+	\$32.42	+	\$7.33	+	\$6.98	=	\$76.73
Secretary/Clerical	\$25.00	+	\$27.02	+	\$6.11	+	\$5.81	=	\$63.94
		+		+		+		=	
		+		+		+		=	
		+		+		+		=	
		+		+		+		=	
		+		+		+		=	
					Overhead Percentage	108.08%			
					Fringe Percentage	24.43%			
					Profit Percentage	10.00%			
			Overhead (\$/Hr) = Raw Salary x Overhead %						
			Fringe (\$/Hr) = Raw Salary x Fringe %						
			Profit (\$/Hr) = (Raw Salary + Overhead + Fringe) x Profit %						
			The Above Computations Result in an Overall Multiplier of:						2.55761

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Exhibit "B" Salary Costs

Exhibit "X"
Salary Costs

Firm Nam Florida Engineering & Testing, Inc.
Project Name: Architectural and Engineering Professional Services for the Transit Division
Project Number: RLI No. V1018717R1

Position/Title	Raw Hourly Salary (\$/Hr)	+	Over-Head at 70% (\$/Hr)	+	Fringe at 8% (\$/Hr)	+	Profit at 10% (\$/Hr)	=	Rate (\$/Hr)	
Mark A. Mesiano, P.E. (Engineer)	\$36.25	+	\$25.38	+	\$2.90	+	\$6.45	=	\$70.98	
Reza Javidan, P.E. (Engineer)	\$26.50	+	\$18.55	+	\$2.12	+	\$4.72	=	\$51.89	
Paul Teninty (Field Supervisor)	\$21.25	+	\$14.88	+	\$1.70	+	\$3.78	=	\$41.61	
William Grimes (Building Inspector)	\$19.00	+	\$13.30	+	\$1.52	+	\$3.38	=	\$37.20	
Preston Nevins (Engineering Technician)	\$16.00	+	\$11.20	+	\$1.28	+	\$2.85	=	\$31.33	
Michael Wasserman (Engineering Technician)	\$13.00	+	\$9.10	+	\$1.04	+	\$2.31	=	\$25.45	
Chris Guarnieri (Drilling Supervisor)	\$21.50	+	\$15.05	+	\$1.72	+	\$3.83	=	\$42.10	
Daniel Regan (Drilling Technician)	\$13.00	+	\$9.10	+	\$1.04	+	\$2.31	=	\$25.45	
Heather Bryner (Administrative)	\$16.00	+	\$11.20	+	\$1.28	+	\$2.85	=	\$31.33	
Vivienne Cutter (Administrative)	\$17.50	+	\$12.25	+	\$1.40	+	\$3.12	=	\$34.27	
Christine Chang (Principal)	\$37.50	+	\$26.25	+	\$3.00	+	\$6.68	=	\$73.43	
Yu-Chih Chang (Principal)	\$37.50	+	\$26.25	+	\$3.00	+	\$6.68	=	\$73.43	
					Overhead Percentage		0.7			
					Fringe Percentage		0.08			
					Profit Percentage		0.1			
			Overhead (\$/Hr) = Raw Salary x Overhead %							
			Fringe (\$/Hr) = Raw Salary x Fringe %							
			Profit (\$/Hr) =(Raw Salary + Overhead + Fringe) x Profit %							
			The Above Computations Result in an Overall Multiplier of:							1.958

Exhibit "B" Salary Costs

Exhibit "X"
Salary Costs

Firm Name: Michael Fay Landscape Architect
Project Name: Architectural and Engineering Professional Services for the Transit Division
Project Number: RLI No. V1018717R1

Position/Title	Raw Hourly Salary (\$/Hr)	+	Over-Head at 125% (\$/Hr)	+	Fringe at 36% (\$/Hr)	+	Profit at 10% (\$/Hr)	=	Rate (\$/Hr)
Principal - Landscape Architect	\$50.00	+	\$62.50	+	\$18.00	+	\$13.05	=	\$143.55
Project Manager	\$42.50	+	\$53.13	+	\$15.30	+	\$11.09	=	\$122.02
CADD Technician	\$20.00	+	\$25.00	+	\$7.20	+	\$5.22	=	\$57.42
Administrative	\$17.00	+	\$21.25	+	\$6.12	+	\$4.44	=	\$48.81
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
					Overhead Percentage	1.25			
					Fringe Percentage	0.36			
					Profit Percentage	0.1			
			Overhead (\$/Hr) = Raw Salary x Overhead %						
			Fringe (\$/Hr) = Raw Salary x Fringe %						
			Profit (\$/Hr) =(Raw Salary + Overhead + Fringe) x Profit %						
			The Above Computations Result in an Overall Multiplier of:						2.871

Exhibit "B" Salary Costs

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Exhibit "X"
Salary Costs

Firm Name: Rocamar Engineering Services, Inc.
Project Name: Architectural and Engineering Professional Services for the Transit Division
Project Number: RLI No. V1018717R1

Position/Title	Raw Hourly Salary (\$/Hr)	+	Over-Head at 125% (\$/Hr)	+	Fringe at 36% (\$/Hr)	+	Profit at 10% (\$/Hr)	=	Rate (\$/Hr)
Principal/Bernardo Cardenal Sr. Mechanical Engineer (Registered)	\$50.00	+	\$62.50	+	\$18.00	+	\$13.05	=	\$143.55
Michael Guida/Project Manager Sr. Electrical Engineer (Registered)	\$40.00	+	\$50.00	+	\$14.40	+	\$10.44	=	\$114.84
Sr. Mechanical Engineer/ Project Manager (Registered)	\$40.00	+	\$50.00	+	\$14.40	+	\$10.44	=	\$114.84
Viet (Bach) Nguyen/HVAC/FP (Registered)	\$35.00	+	\$43.75	+	\$12.60	+	\$9.14	=	\$100.49
Engineer/(Non-Registered)	\$28.00	+	\$35.00	+	\$10.08	+	\$7.31	=	\$80.39
Chris Dyer E.Designer/(Non-Registered)	\$23.00	+	\$28.75	+	\$8.28	+	\$6.00	=	\$66.03
Victor Estevez E. Designer/(Non-Registered)	\$23.00	+	\$28.75	+	\$8.28	+	\$6.00	=	\$66.03
Maria Nieves M&P Designer/(Non-Registered)	\$25.00	+	\$31.25	+	\$9.00	+	\$6.53	=	\$71.78
Designer/(Non-Registered)	\$23.00	+	\$28.75	+	\$8.28	+	\$6.00	=	\$66.03
Technician (CADD)	\$18.00	+	\$22.50	+	\$6.48	+	\$4.70	=	\$51.68
Maria Lapilli Administrative	\$17.50	+	\$21.88	+	\$6.30	+	\$4.57	=	\$50.24
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
		+	\$0.00	+	\$0.00	+	\$0.00	=	\$0.00
					Overhead Percentage	1.25			
					Fringe Percentage	0.36			
					Profit Percentage	0.10			
			Overhead (\$/Hr) = Raw Salary x Overhead %						
			Fringe (\$/Hr) = Raw Salary x Fringe %						
			Profit (\$/Hr) =(Raw Salary + Overhead + Fringe) x Profit %						
			The Above Computations Result in an Overall Multiplier of:						2.87

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Exhibit "B" Salary Costs

Exhibit "X"
Salary Costs

Firm Name: CMS-Construction Management Services, Inc.
 Project Name: Architectural and Engineering Professional Services for the Transit Division
 Project Number: RLI No.: V1018717R1

Position/Title	Raw Hourly Salary (\$/Hr)	Over-Head at 120% (\$/Hr)	Fringe at 35% (\$/Hr)	Profit at 10% (\$/Hr)	Rate (\$/Hr)
Principal	\$57.50	\$69.00	\$20.13	\$14.66	\$161.29
Sr. Project Manager	\$43.00	\$51.60	\$15.05	\$10.97	\$120.62
Project Manager	\$37.88	\$45.46	\$13.26	\$9.66	\$106.25
Senior Estimator	\$37.88	\$45.46	\$13.26	\$9.66	\$106.25
Estimator	\$28.42	\$34.10	\$9.95	\$7.25	\$79.72
Administrative	\$25.00	\$30.00	\$8.75	\$6.38	\$70.13
$\text{Overhead } (\$/\text{Hr}) = \text{Raw Salary} \times \text{Overhead } \%$ $\text{Fringe } (\$/\text{Hr}) = \text{Raw Salary} \times \text{Fringe } \%$ $\text{Profit } (\$/\text{Hr}) = (\text{Raw Salary} + \text{Overhead} + \text{Fringe}) \times \text{Profit } \%$					

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Exhibit "B" Salary Costs

Premier Design Solutions, Inc. - 12/10/12

**EXHIBIT "X"
SALARY COSTS**

Firm Name: S & F Engineers, Inc.
 Project Name: Architectural and Engineering Professional Services for the Transit Division
 Project Number: RLI No. V1018717R1

TITLE	Max Raw Salary	Overhead	Fringe+	Profit =	Max. Hourly
	(HIGH)	128% (\$/HR)	AT 38% (\$/HR)	10% (\$/HR)	RATE (\$/HR)
A Principal	\$57.50	\$73.60	\$21.85	\$15.30	\$168.25
B Senior Project Manager (Registered)	\$50.00	\$64.00	\$19.00	\$13.30	\$146.30
C Senior Project Manager	\$40.00	\$51.20	\$15.20	\$10.64	\$117.04
D Project Manager (Registered)	\$45.00	\$57.60	\$17.10	\$11.97	\$131.67
E Project Manager	\$35.00	\$44.80	\$13.30	\$9.31	\$102.41
F Senior Engineer/Arch (Registered)	\$45.00	\$57.60	\$17.10	\$11.97	\$131.67
G Engineer/Architect (Registered)	\$40.00	\$51.20	\$15.20	\$10.64	\$117.04
H Senior Designer	\$30.00	\$38.40	\$11.40	\$7.98	\$87.78
I Graduate Designer/Architect	\$28.00	\$35.84	\$10.64	\$7.45	\$81.93
J Intern/Analyst	\$25.00	\$32.00	\$9.50	\$6.65	\$73.15
K Senior Technician (CADD)	\$28.00	\$35.84	\$10.64	\$7.45	\$81.93
L Technician (CADD)	\$24.00	\$30.72	\$9.12	\$6.38	\$70.22
M	N/A	N/A	N/A	N/A	N/A
N	N/A	N/A	N/A	N/A	N/A
O Inspections Manager	\$35.00	\$44.80	\$13.30	\$9.31	\$102.41
P Senior Inspector	\$35.00	\$44.80	\$13.30	\$9.31	\$102.41
Q Inspector	\$28.00	\$35.84	\$10.64	\$7.45	\$81.93
R Administrative	\$24.00	\$30.72	\$9.12	\$6.38	\$70.22
S	N/A	N/A	N/A	N/A	N/A
T Permit Specialist	\$30.00	\$38.40	\$11.40	\$7.98	\$87.78
U Computer Technician	\$28.00	\$35.84	\$10.64	\$7.45	\$81.93
V Senior Estimator	\$35.00	\$44.80	\$13.30	\$9.31	\$102.41
W Estimator	\$28.00	\$35.84	\$10.64	\$7.45	\$81.93
Z Scheduler	\$28.00	\$35.84	\$10.64	\$7.45	\$81.93
AA	N/A	N/A	N/A	N/A	N/A

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

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

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

Unaudited for Overhead & Fringe calculations. The calculations result in an overall multiplier of 2.93

*No rate shall exceed \$200.00/ Hour

Exhibit "B" Salary Costs

Exhibit "C"



SCHEDULE OF DBE PARTICIPATION

(To be submitted with an executed Letter of Intent from each DBE firm listed in this form)

BID/RLI #: V1018717R1	PROJECT LOCATION: Broward	DATE FORM SUBMITTED: May 21, 2012
PROJECT NAME: A & B Services for Transit Division	PROJECT START DATE:	
PRIME CONTRACTOR: Premiere Design Solutions, Inc.	ADDRESS: 2800 Glades Cr. #106, Weston Fl 33327	
CONTACT PERSON: Luis J. Jurado, P.E.	TELEPHONE #: () (954) 237-7850	FAX #: () (954) 337-2332

DBE Subcontractor	Expiration of Certification	Address	Phone	Type of Work To Be Performed	Sub-Contract Amount or Percentage (%)
Genesis Enterprises and Engineering Services LLC	Oct. 12/12	1720 SW 3rd Ave. Pompano Beach Florida 33060	(954) 895-6894	Transportation Engineering Services	(10)%
Rocamar Engineering Services	July 9/12	900 W. Linton Blvd. Delray Beach, Fl, 33444	(561) 276-9898	MEP Engineering Services	(3)%
Cherokee Enterprises, Inc.	June 14/12	14474 Commerce Way, Miami Lakes Florida, 33016	(305) 828-3353	Environmental Engineering Services	(2)%
					()%
					()%
Total DBE participation					(15)%
Total prime contract amount					(100)%
Total DBE Participation <i>(Total amount allocated to DBEs divided by Total Contract Amount)</i>					(15)%

The listing of a DBE shall constitute a representation by the bidder/responder to Broward County that such DBE 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 Office of Economic and Small Business Development, and that submission of said information is an assertion of its accuracy, per the requirements of the Office of Economic and Small Business Development Program.

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

Signature	Title President	Date May 21, 2012
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THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL.

Exhibit "C"



LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): Premiere Design Solutions, Inc.

Firm Address: 2800 Glades Circle, Suite 106, Weston, Florida, 33327

Project Description: Architectural and Engineering Services for Transit Division

In response to Broward County's RLI/Bid No. V1018717R1, the undersigned hereby agree to utilize the DBE 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 DBE Firm: Genesis Enterprises and Engineering Services, LLC.

Address of DBE Firm: 1720 SW 3rd Avenue, Pompano Beach, Florida, 33060

Expiration of DBE Certification: Oct. 12/12 Projected DBE Work Assignment (description of work assignment): Transportation Engineering Services

Projected Percentage of Prime's Contract Fees to be Awarded to DBE: 10%
(Dollar Amt. or Percentage %)

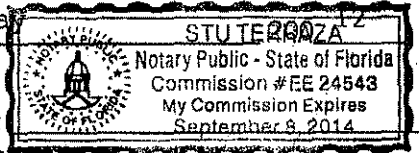
[Signature]
(Signature of Owner or Authorized Rep. Prime)

May 16, 2012
(Date)

Print Name (owner or authorized Rep. Prime): Luis J. Jurado, P.E.

Subscribed and sworn to before me this 16 day of May

Notary's Signature: [Signature] Notary Seal:



(ACKNOWLEDGEMENT BY THE PROPOSED DBE 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. DBE)

5/17/12
(Date)

Print Name (owner or authorized Rep. DBE): Michael Melendez, P.E.

Subscribed and sworn to before me this 17 day of May 2012

Notary's Signature: [Signature] Notary Seal:

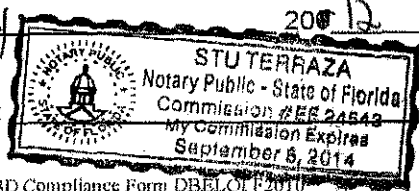


Exhibit "C"



LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): Premiere Design Solutions, Inc.

Firm Address: 2800 Glades Circle, Suite 106, Weston, Florida, 33327

Project Description: Architectural and Engineering Services for Transit Division

In response to Broward County's RLI/Bid No. V1018717R1 the undersigned hereby agree to utilize the DBE 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 DBE Firm: Cherokee Enterprises Inc.

Address of DBE Firm: 14474 Commerce Way, Miami Lakes, Florida, 33016

Expiration of DBE Certification: June 14/12 Projected DBE Work Assignment (description of work assignment): Environmental Engineering Services

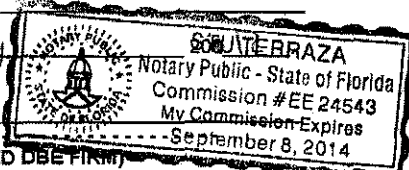
Projected Percentage of Prime's Contract Fees to be Awarded to DBE: 2%
(Dollar Amt. or Percentage %)

[Signature] May 16, 2012
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime):

Subscribed and sworn to before me this 16 day of May

Notary's Signature [Signature] Notary Seal:



5/16/12

(ACKNOWLEDGEMENT BY THE PROPOSED DBE 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] 5/17/2012
(Signature of Owner or Authorized Rep. DBE) (Date)

Print Name (owner or authorized Rep. DBE): Gabino Cuevas, P.E., CEO

Subscribed and sworn to before me this 18th day of May 2012

Notary's Signature: M. Muirhead Notary Seal: DD 782013

OESBD Compliance Form DBELOI F2010



MELISSA MUIRHEAD
MY COMMISSION # DD 782013
EXPIRES: August 22, 2012
Bonded Thru Budget Notary Services

Exhibit "C"



LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): Premiere Design Solutions, Inc.

Firm Address: 2800 Glades Circle, Suite 106, Weston, Florida, 33327

Project Description: Architectural and Engineering Services for Transit Division

In response to Broward County's RLI/Bid No. V1018717R1, the undersigned hereby agree to utilize the DBE 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 DBE Firm: Rocamar Engineering Services, Inc.

Address of DBE Firm: 900 W. Linton Blvd. Suite 201-B, Delray Beach, Fl, 33444

Expiration of DBE Certification: July 9/12 Projected DBE Work Assignment (description of work assignment): MEP Engineering Services

Projected Percentage of Prime's Contract Fees to be Awarded to DBE: 3%
(Dollar Amt. or Percentage %)

[Signature] May 16, 2012
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Luis J. Jurado, P.E.

Subscribed and sworn to before me this 16 day of May 2012

Notary's Signature: [Signature] Notary Seal:

(ACKNOWLEDGEMENT BY THE PROPOSED DBE 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] 5-17-2012
(Signature of Owner or Authorized Rep. DBE) (Date)

Print Name (owner or authorized Rep. DBE): Bernardo Cardenal

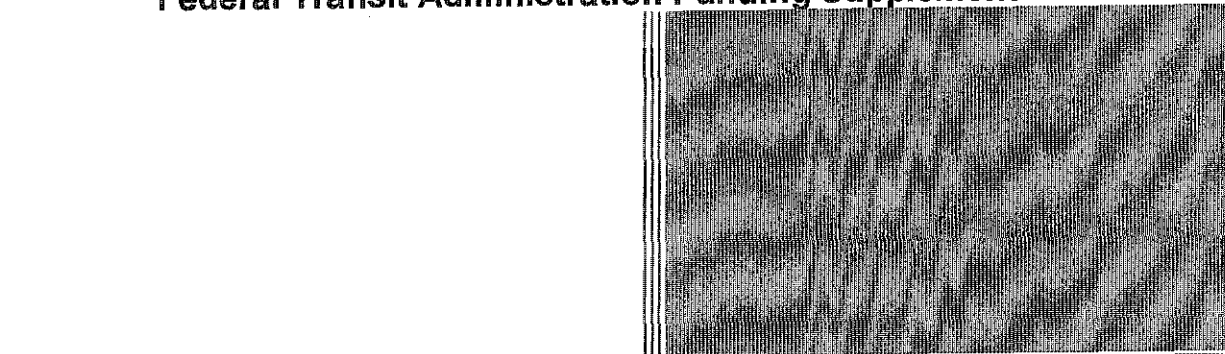
Subscribed and sworn to before me this 15th day of May 20012

Notary's Signature: [Signature] Notary Seal:

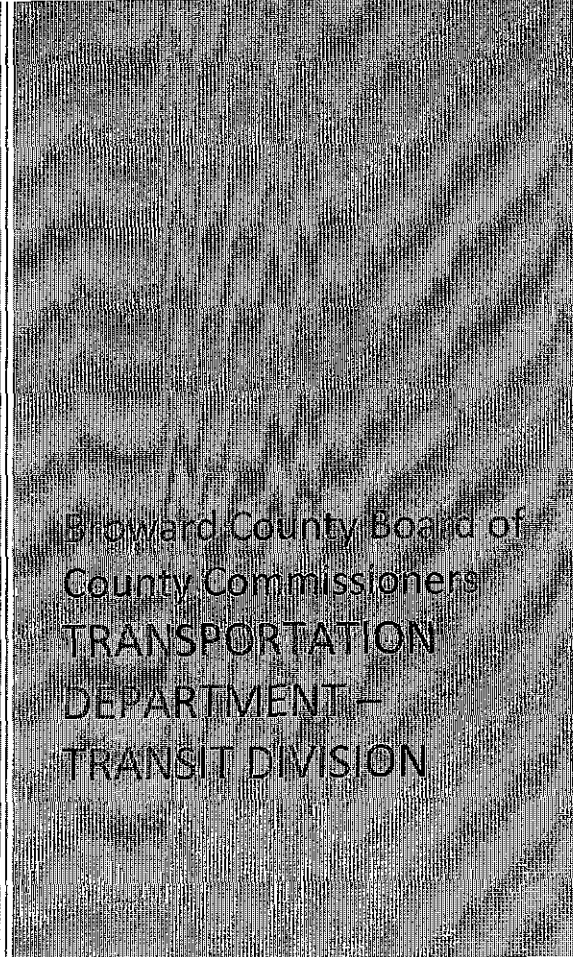
Exhibit "D"

RLI No. V1018717R1

Federal Transit Administration Funding Supplement



**Federal Transit Administration (FTA)
United States Department of Transportation
(USDOT) Funding Supplement**



Broward County Board of
County Commissioners
TRANSPORTATION
DEPARTMENT -
TRANSIT DIVISION

Exhibit "D"

RLI No. V1018717R1

Federal Transit Administration Funding Supplement

AUTHORITY

This solicitation, purchase order, or Contract (all of which shall be referred to hereinafter as the "Contract" or "underlying Contract") is funded in part by funds received from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of this Contract is subject to the requirements of financial assistance agreements between Broward County, a political subdivision of the state of Florida (hereinafter referred to as "COUNTY"), and the United States Department of Transportation (USDOT). This Contract is subject to the conditions herein and which are set forth in greater detail in 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidance," as may be amended from time to time; and other laws and regulations governing procurement activities for Broward County programs and projects. Conditions imposed by the FTA are also described in Appendix A to FTA's "Best Practices Procurement Manual," available at:

http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html.

References to the Code of Federal Regulations (CFR) website are available at: <http://www.gpoaccess.gov/cfr/index.html>.

DEFINITIONS

As used in this document, "Board" means the Broward County Board of County Commissioners. "Contract" means any binding agreement, regardless of how called, for the procurement or disposal of supplies, services, or construction awarded by any officer or agency of COUNTY. "CONTRACTOR" means the person, firm, or corporation or business entity that enters into a Contract with COUNTY, and includes all partners and all joint ventures of such person with whom COUNTY has contracted and who is responsible for the acceptable performance of the work and for the payment of all legal debts pertaining to the work. "Subcontractor" means a person, firm or corporation or combination thereof having a direct Contract with CONTRACTOR for all or any portion of the work or who furnishes material 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.

FURTHER INFORMATION

If you have any questions or need clarification as to the applicability of any term, condition, or requirement as contained in Part A, General Conditions – Applicable to All Contracts, and Part B, Additional Requirements – Conditional, of this Contract, contact Dianne DeLyons Shuler, Compliance Manager, Broward County Transit Division, at 954-357-8481, or by email: dshuler@broward.org.

Exhibit "D"

RLI No. V1018717R1

Federal Transit Administration Funding Supplement

PART A

GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

- a. COUNTY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to COUNTY, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- b. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

- a. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.
- b. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.
- c. CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

Exhibit "D"

RLI No. V1018717R1

Federal Transit Administration Funding Supplement

3. FEDERAL CHANGES. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between COUNTY and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Contract. CONTRACTOR agrees to include this language in each Subcontract financed in whole or in part with Federal assistance provided by FTA.

4. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The provisions contained in this FTA/USDOT Funding Supplement include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Broward County requests which would cause the COUNTY to be in violation of the FTA terms and conditions. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

5. ACCESS TO RECORDS AND REPORTS.

- a. CONTRACTOR agrees to provide COUNTY, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight ("PMO") CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. In the event that COUNTY, which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, CONTRACTOR shall make available records related to the Contract to COUNTY, the Secretary of Transportation and the Comptroller General or any authorized officer, agent, or employee of any of them for the purposes of conducting an audit and inspection.
- c. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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Federal Transit Administration Funding Supplement

- d. CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until COUNTY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

6. CIVIL RIGHTS REQUIREMENTS.

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b. Equal Employment Opportunity

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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 for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and

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prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- c. CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE).

- a. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.
- b. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of Contract, which may result in the termination of the Contract or such other remedy as COUNTY may deem appropriate. Each subcontract the CONTRACTOR signs with a Subcontractor must include the assurance in this paragraph.
- c. The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal COUNTY would expect DBEs to achieve in the absence of discrimination.
- d. Since this project is funded in part using federal funds, it is the policy of the Broward County Office of Economic and Small Business Development to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as Subcontractors and suppliers on all Contracts awarded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.
- e. COUNTY fully supports the Federal government's Disadvantaged Business Enterprises Program.

08/24/2007 Revision 02/26/2009, Revision 08/15/2011, Revision 10/04/2011

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The overall goal setting provisions of 49 CFR Part 26 require that the COUNTY, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which the COUNTY obtains contractors. In this regard, the COUNTY has established DBE participation goals, and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project.

INSTRUCTION TO BIDDERS/RESPONDERS

To be considered responsive, if this Contract has been assigned a DBE Numerical Participation Goal, each bidder/responder must submit with each bid, offer, or proposal, a completed and executed Schedule of DBE Participation Form (Exhibit 1), executed Letters of Intent (Exhibit 2), or the DBE Unavailability Report (Exhibit 3) with good faith documentation with each bid, offer, or proposal.

The Office of Economic and Small Business Development will review all forms to determine their responsiveness:

1. Letter of Intent to Utilize a DBE Subcontractor/Subconsultant – Exhibit 1.
2. Schedule of DBE Participation – Exhibit 2.
3. DBE Unavailability Report, only required if goals were not met – Exhibit 3.

These forms are included herein as Exhibits 1, 2, and 3. All forms may be downloaded from the Small Business Development Division website. <http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx>

IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS (NO DBE NUMERICAL PARTICIPATION GOAL), THE FORMS SET FORTH ABOVE NEED NOT BE SUBMITTED WITH YOUR BID, OFFER, OR PROPOSAL.

Letter of Intent (Exhibit 1): Letter of Intent must be executed by the Bidder and countersigned by all DBE Subcontractors listed in the Schedule of DBE Participation form. The information contained in the Letter of Intent and the Schedule of DBE Participation with regard to the proposed level of DBE participation should be the same as to content.

Each DBE listed on the Schedule of DBE Participation must be certified prior to bid opening as DBE in order to be eligible for award.

For further information regarding DBE submittals, contact the Office of Economic and Small Business Development Division at (954) 357-6400.

Schedule of DBE Participation (Exhibit 2): Bidder must list the proposed Subcontractors in the Schedule of DBE Participation form indicating the type of work to be performed and a projection of Subcontract amount or percentage of fees to be awarded, if selected.

08/24/2007 Revision 02/26/2009, Revision 08/15/2011, Revision 10/04/2011

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DBE Unavailability Report (Exhibit 3): Bidder that submits a DBE Unavailability Report, Exhibit 3, must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, if Bidder wishes to remain eligible for award.

Reasonable efforts as determined by the Office of Economic and Small Business Development to meet the DBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media.
- Timely notification of minority business or CONTRACTOR groups and associations of solicitation for specific sub-bids.
 - Proof of written solicitations to DBE firms.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the Bidder or COUNTY.
- A report submitted by the Bidder to the Small Business Development Division prior to award explaining the Bidder's efforts to obtain DBE participation. The report shall include the following:
 - A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted;
 - A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional Contracts with DBE, if needed to meet the stated goal, were not reached.
 - A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
 - As to each DBE that bids on a subcontract but declared "unqualified" by the Bidder, a detailed statement of the reasons for the Bidder's conclusion.
 - As to each DBE invited to bid, but the Bidder considers to be unavailable because of a lack of bid response or submission of a bid which was not the low responsive bid, an Unavailability of DBE Certificate signed by the Bidder.

For the purposes of goal achievement, the COUNTY requires the successful Bidder to use firms certified as DBEs in accordance with Federal Guidelines.

08/24/2007 Revision 02/26/2009, Revision 08/15/2011, Revision 10/04/2011

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The State of Florida Department of Transportation (FDOT) and the Office of Economic and Small Business Development maintain a directory of certified DBE firms which is available to Bidders.

The directory mentioned above is available for use by vendors on-line through the Broward County Office of Economic and Small Business Development at:
http://www.broward.org/econdev/SmallBusiness/Pages/dbe_program.aspx

Contact the Office of Economic and Small Business Development at (954) 357-6400 for more information.

A listing of certified DBEs by Florida Department of Transportation (FDOT) can be viewed at the following Unified Certification Program (UCP) Website:
<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>.

IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS, THE FORMS SET FORTH ABOVE NEED NOT BE SUBMITTED.

For purposes of this section, the term, "DBE Race-Neutral Participation," means the Office of Economic and Small Business Development Division (OESBD) has determined that because federal funds are available for this project, DBE participation has been targeted through the use of RACE-NEUTRAL means. Race-Neutral does not mean that no efforts are made to facilitate DBE participation. Race-Neutral DBE participation occurs when a DBE wins a contract or subcontract that was not assigned numerical DBE goals, or when the DBE status was not considered in making the award. Some Race-Neutral means include but are not limited to: Making RFP or bids attractive to DBE's, simplifying or reducing bonding requirements; making DBE's aware of opportunities and distributing DBE directories to prime contractors.

Although there are no numerical goals assigned to this project, bidders/responders are highly encouraged to utilize the services of DBE-certified firms as much as possible.

- f. CONTRACTOR agrees that throughout the term of this Contract, the services as provided by the firms listed on **Exhibit 1 (Letter of Intent)** and **Exhibit 2 (Schedule of Participation)** shall remain at least at the percentage levels set forth therein.
- g. CONTRACTOR shall pay its Subcontractors and suppliers within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment from the COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from its Subcontractors or suppliers, that it will release such retainage and pay same within

Exhibit "D"

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Federal Transit Administration Funding Supplement

ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment of retained amounts from COUNTY, or within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract after the Subcontractor has satisfactorily completed its work, whichever shall first occur.

- h. CONTRACTOR agrees that nonpayment of a Subcontractor or supplier shall be a material breach of this Contract and that COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such Subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its Subcontractor or supplier.
- i. CONTRACTOR agrees to complete and submit a monthly report to the Office of Economic and Small Business Development, with copy to the using department project manager, on DBE participation, which should contain a record of payments made to its DBE Subcontractors during the current reporting period. CONTRACTOR shall utilize the form attached as **Exhibit 4 – Monthly DBE Utilization Report**.

INSTRUCTION TO BIDDERS/RESPONDERS

If applicable to your Contract, Exhibit 4, Monthly DBE Utilization Report, is not required to be submitted with each bid, offer, or proposal. Exhibit 4 should be submitted to OESBD, with a copy to the using department project manager, on a monthly basis following commencement of services under this Contract.

- j. CONTRACTOR agrees to complete and submit a Final Monthly DBE Participation Report containing the total amount paid to its DBE Subcontractors. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as **Exhibit 5 - Final Monthly DBE Utilization Report**.

INSTRUCTION TO BIDDERS/RESPONDERS

Exhibit 5, Final Monthly DBE Utilization Report, is not required to be submitted with each bid, offer, or proposal. Exhibit 5 should be submitted with the CONTRACTOR'S request for final payment and release of retainage.

- k. CONTRACTOR shall certify to COUNTY the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to

Exhibit "D"

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Federal Transit Administration Funding Supplement

make sure that DBEs actually perform work committed to them at Contract award.

- I. CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the Contract, and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the Contract have been met, notwithstanding any other provisions of this Contract, shall be cause for COUNTY to withhold further payments under the Contract until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the Contract, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.

If CONTRACTOR fails to comply with the requirements herein, COUNTY shall have the right to exercise any right or remedy provided in the Contract or under applicable law, with all such rights and remedies being cumulative.

- m. CONTRACTOR shall not terminate a DBE subcontract for convenience and then perform the work with its own forces or its affiliate without the COUNTY's prior written consent. CONTRACTOR shall inform COUNTY immediately when a DBE firm is not able to perform or if CONTRACTOR believes the DBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including cause, CONTRACTOR shall make good faith efforts to find another DBE firm to perform the work required of the original DBE firm.

8. CONTRACT COMPLIANCE MONITORING.

- a. Compliance monitoring is conducted to determine if CONTRACTOR and/or Subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26.
- b. Contract compliance will encompass monitoring for Contract dollar achievement and DBE CONTRACTOR utilization. The Office of Economic and Small Business Development staff will have the authority to audit and monitor all Contracts and Contract-related documents related to COUNTY projects. The requirements of the DBE Program are applicable to all CONTRACTORS, general CONTRACTORS, and Subcontractors.
- c. CONTRACTOR shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors.

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9. ENERGY CONSERVATION. CONTRACTOR agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. CONTRACTOR further agrees to include this provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

10. TERMINATION. This Contract may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Contract may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract. This Contract may also be terminated by the Board:

Upon the disqualification of CONTRACTOR as a DBE by COUNTY's Director of the Office of Economic and Small Business Development Division if CONTRACTOR's status as a DBE was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR;

Upon the disqualification of CONTRACTOR by COUNTY's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the DBE contractual obligations;

Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a DBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR or such participant;

- a. Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such DBE participant attempted to meet its DBE

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contractual obligations through fraud, misrepresentation, or material misstatement; or

- b. If CONTRACTOR is determined by COUNTY's Director the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the DBE status of its disqualified DBE participant.

Notice of termination shall be provided in writing 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 that shall be promptly confirmed in writing.

In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by CONTRACTOR, for COUNTY's right to terminate this Agreement for convenience.

In the event that the underlying Contract contains a termination provision which conflicts with the termination provision above, the termination provisions set forth in the underlying Contract shall prevail over the termination provision set forth in this FTA/USDOT Funding Supplement.

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PART B

ADDITIONAL REQUIREMENTS – CONDITIONAL
(Please read each qualifying condition carefully.)

11. RECYCLED PRODUCTS. If this Contract is for items designated in Subpart B, 40 CFR Part 247 by the EPA, and COUNTY or CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION. If this Contract has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTORS, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR agrees to comply with 49 CFR 29, Subpart C, and must include the requirement to comply 49 CFR 29, Subpart C, in each Subcontract financed in whole or in part with federal assistance provided by FTA. **(The form for certifying compliance, Government-wide Debarment and Suspension, is attached as Exhibit 6.)**

INSTRUCTION TO BIDDERS/RESPONDERS

If applicable to your Contract, Exhibit 6, Government-Wide Debarment and Suspension (Non-procurement) Certification, should be executed and submitted with each bid, offer, or proposal of \$25,000 or more, but must be submitted prior to award of Contract.

If Exhibit 6 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

13. BUY AMERICA. If this Contract exceeds \$100,000, the CONTRACTOR agrees to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Bidder or offeror must submit to COUNTY the appropriate Buy America certification, **the certification form is attached as Exhibit 7**, with all bids or proposals on FTA-funded Contracts, except those subject to a general waiver. Bids or offers that are not

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accompanied by a completed Buy America Certification must be rejected as nonresponsive.

INSTRUCTION TO BIDDERS/RESPONDERS

If applicable to your Contract, Exhibit 7, Buy America Certificate, must be executed and submitted with each bid, offer, or proposal exceeding \$100,000 (involving a rolling stock purchase, construction contracts, or procurement of steel, iron, or manufactured products).

If Exhibit 7 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

14. RESOLUTION OF DISPUTES. Disputes – Unless the Contract provides otherwise, disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the COUNTY Project Manager for the Contract. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the COUNTY Contract Administrator. In connections with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position.

The decision of the Contract Administrator shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Performance During Dispute – Unless otherwise directed by COUNTY, CONTRACTOR shall perform under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

15. LOBBYING. CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the COUNTY. **A Restrictions on Lobbying Certification is attached as Exhibit 8.**

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If applicable to your Contract, Exhibit 8, Restrictions on Lobbying Certification, should be executed and submitted with each bid, offer, or proposal exceeding \$100,000, but must be submitted prior to award of Contract.

If Exhibit 8 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

16. CLEAN AIR. The Clean Air requirements apply to all Contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

- a. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. CONTRACTOR agrees to report each violation to Broward County and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. CONTRACTOR further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

17. CLEAN WATER REQUIREMENTS. If this Contract is valued at \$100,000 or more, CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

- a. CONTRACTOR agrees to report each violation to COUNTY and agrees that COUNTY will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
- b. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

18. BONDING REQUIREMENTS. CONTRACTOR agrees to comply with the terms and conditions relating to bid guaranty, performance bond and payment bond ("Bonding Requirements") as set forth in the underlying Contract to which this FTA/USDOT Funding Supplement is attached. In the event that the underlying Contract involves a construction or facility improvement exceeding \$100,000, and the underlying Contract: (1) does not contain specific Bonding Requirements, or (2) the Bonding Requirements do meet the minimum requirements set forth below, the following Bonding Requirements shall apply:

CONTRACTOR shall provide a bid guarantee from each Bidder equivalent to five percent (5%) of the bid price, a performance bond on the part of the CONTRACTOR for

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100 percent (100%) of the Contract price and a payment bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price in the form and of a type acceptable by COUNTY.

19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS. If this purchase order or Contract involves a construction project over \$2,000, the CONTRACTOR agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are set forth in 29 CFR 5.5(a). Section 29 CFR 5.5(a) is reproduced in its entirety below:

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency; *provided*, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any Contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated

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at the rate specified for each classification for the time actually worked therein; *provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

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(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other Federal Contract with the same prime CONTRACTOR, or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Broward County may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic

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include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The CONTRACTOR shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to COUNTY if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all Subcontractors. CONTRACTORS and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Transit Administration if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the COUNTY, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a Subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of COUNTY or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under

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the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR

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will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any Subcontractors or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a Subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its Subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. If this purchase order or Contract involves a construction project in excess of \$100,000 or more, the CONTRACTOR shall comply with the Contract and Work Hours Safety Act, 40 USC 3701 and 29 CFR 5.5 (b) are reproduced below.

As used in the paragraphs below, the terms laborers and mechanics include watchmen and guards.

(a) **Overtime requirements.** No CONTRACTOR or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1½) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(b) **Violation;** liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the CONTRACTOR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or Subcontractor under any such Contract or any other Federal Contract with the same prime CONTRACTOR, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier

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subcontracts. The prime CONTRACTOR shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS. If this Contract involves transit operations performed by employees of a CONTRACTOR recognized by FTA to be a transit operator:

a. CONTRACTOR agrees to comply with the applicable transit employee protective requirements, as follows:

1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements this subsection 1., however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections 2. and 3. of this clause.

2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities -

If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Contract or Cooperative Contract with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.

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3. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- b. CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

22. FLY AMERICA. CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR part 301-10, which provide that recipients and subrecipients of federal funds and their CONTRACTORS are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. CARGO PREFERENCE. The Cargo Preference requirements apply to all Contracts and subcontracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels - CONTRACTOR agrees:

- a. to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

- b. to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the COUNTY (through CONTRACTOR in the case of a Subcontractor's bill of lading.);

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c. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

24. DRUG AND ALCOHOL TESTING. If this Contract involves a safety-sensitive function on behalf of COUNTY, the CONTRACTOR agrees to participate in Broward County Transit Division's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the USDOT or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

In the event CONTRACTOR subcontracts all or part of the transit service to a third party, a similar requirement including review and approval by the COUNTY's Contract Administrator must be included in any Contract.

CONTRACTOR further agrees to certify, prior to the commencement of services under this Contract or purchase order and annually thereafter, compliance with current FTA regulations, and to submit the Management Information System (MIS) reports before March 15 to the Director, Transit Division (**a model form for certifying compliance, Drug and Alcohol Testing Program Compliance Certification, is attached as Exhibit 9**). To certify annual compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Contracts," which is published annually in the Federal Register.

INSTRUCTION TO BIDDERS/RESPONDERS

If applicable to your Contract, Exhibit 9, Drug and Alcohol Testing Program Compliance Certification, should be executed and submitted with each bid, offer, or proposal for Transit Operational Services, but must be submitted prior to award of Contract. The term "Transit Operational Services" refers to services for the operation and maintenance of public transit vehicles.

If Exhibit 9 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

25. PATENT AND RIGHTS IN DATA. If this Contract involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, CONTRACTOR agrees to be bound by the terms and conditions specified below.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

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- a. **Rights in Data** - This following requirements apply to each Contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Attachment has been added:

(a) Except for its own internal use, CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that Contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the COUNTY or CONTRACTOR using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore,

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unless FTA determines otherwise, the COUNTY and CONTRACTOR performing experimental, developmental, or research work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the COUNTY or CONTRACTOR's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. CONTRACTOR shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the COUNTY or CONTRACTOR and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the COUNTY or CONTRACTOR identifies that data in writing at the time of delivery of the Contract work.

(g) Unless FTA determines otherwise, CONTRACTOR agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), CONTRACTOR agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

(4) CONTRACTOR also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

- b. **Patent Rights** - The following requirements apply to each Contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the underlying Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the COUNTY and CONTRACTOR agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the COUNTY and CONTRACTOR agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

(3) CONTRACTOR also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

26. PRIVACY ACT. The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any Contract:

- a. CONTRACTOR agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a.

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Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

- b. CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

27. CHARTER BUS. If this is an Operational Service Contract, CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.

28. SCHOOL BUS REQUIREMENTS. If this is an Operational Service Contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.

29. BUS TESTING. The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey. If this Contract pertains to the acquisition of rolling stock/turnkey, the CONTRACTOR manufacturer agrees to certify, prior to commencement of services under this Contract, to comply with 49 USC A5323(c) and FTA's implementing regulations at 49 CFR Part 665, and shall perform the following:

- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to COUNTY at a point in the procurement process specified by COUNTY which will be prior to COUNTY's final acceptance of the first vehicle.
- b. A manufacturer who releases a report under paragraph a. above shall provide notice to the operator of the testing facility that the report is available to the public.
- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to COUNTY prior to recipient's final acceptance of the first vehicle. If the

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configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

- d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

A Bus Testing Compliance Certification is attached as Exhibit 10.

INSTRUCTION TO BIDDERS/RESPONDERS

If applicable to your Contract, Exhibit 10, Bus Testing Compliance Certification, should be executed and submitted with each bid, offer, or proposal, but must be submitted prior to award of Contract.

If Exhibit 10 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

30. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS. If this Contract pertains to the acquisition of rolling stock, the CONTRACTOR agrees to comply with 49 USC §5323(m) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- a. Buy America Requirements. The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists: 1) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b. Solicitation Specification Requirements. CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.
- c. Federal Motor Vehicle Safety Standards (FMVSS). CONTRACTOR shall submit: 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

A Pre-Award and Post-Delivery Audit Requirements Certification is attached as Exhibit 11.

INSTRUCTION TO BIDDERS/RESPONDERS

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If applicable to your Contract, Exhibit 11, Pre-Award and Post-Delivery Audit Requirements Certification, must be executed and submitted with each bid, offer, or proposal exceeding \$100,000.

If this Exhibit 11 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

31. SEISMIC SAFETY. If this Contract pertains to the construction of new buildings or additions to existing buildings, CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations at 49 CFR Part 41, and will certify compliance to the extent required by the regulation. CONTRACTOR also agrees to ensure that all work performed under this Contract, including work performed by a Subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

32. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION. If this Contract involves the procurement of transit vehicles, the CONTRACTOR must obtain from each Transit Vehicle Manufacturer (TVM), distributor, or dealer, and submit with its bid, a TVM certification stating that, as a condition of being authorized to bid on transit vehicle procurements funded by FTA, the TMV certifies that it has complied with the requirements of 49 CFR 26.49, by submitting a current annual DBE Goal to the FTA. **A Transit Vehicle Manufacturer (TVM) Certification of Compliance is attached as Exhibit 12.**

INSTRUCTION TO BIDDERS/RESPONDERS

If applicable to your Contract, Exhibit 12, Transit Vehicle Manufacturer (TVM) Certification of Compliance, should be executed and submitted with each bid, offer, or proposal, but must be submitted prior to award of Contract.

If Exhibit 12 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

33. NATIONAL ITS ARCHITECTURE. If this Contract involves an Intelligent Transportation System project (ITS), CONTRACTOR agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU Section 5307, Chapter, 23 U.S.C. section 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects, " 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

DDS/SVT/dac
DBE/FTAFundingSupplement10.04.11

Exhibit "D"



SCHEDULE OF DBE PARTICIPATION


(To be submitted with an executed Letter of Intent from each DBE firm listed in this form)

BID/RJ#: V1018717R1	PROJECT LOCATION: Broward	DATE FORM SUBMITTED: May 21, 2012
PROJECT NAME: A & E Services for Transit Division		PROJECT START DATE:
PRIME CONTRACTOR: Premiere Design Solutions, Inc.	ADDRESS: 2800 Glades Cr. #106, Weston FL 33327	
CONTACT PERSON: Luis J. Jurado, P.E.	TELEPHONE#: () (954) 237-7850	FAX#: () (954) 337-2332

DBE Subcontractor	Expiration of Certification	Address	Phone	Type of Work To Be Performed	Sub-Contract Amount or Percentage (%)
Genesis Enterprises and Engineering Services LLC	Oct. 12/12	1720 SW 3rd Ave. Pompano Beach Florida 33060	(954) 895-6894	Transportation Engineering Services	(10)%
Rocamar Engineering Services	July 9/12	900 W. Linton Blvd. Delray Beach, FL 33444	(561) 276-9898	MEP Engineering Services	(3)%
Cherokee Enterprises, Inc.	June 14/12	14474 Commerce Way, Miami Lakes Florida, 33016	(305) 828-3353	Environmental Engineering Services	(2)%
					()%
					()%
Total DBE participation					(15)%
Total prime contract amount					(100)%
Total DBE Participation (Total amount allocated to DBEs divided by Total Contract Amount)					(15)%

The listing of a DBE shall constitute a representation by the bidder/responder to Broward County that such DBE 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 Office of Economic and Small Business Development, and that submission of said information is an assertion of its accuracy, per the requirements of the Office of Economic and Small Business Development Program.

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

Signature 	Title President	Date May 21, 2012
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THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

DBE/SD Compliance Form DBESOP F 2010

Exhibit "D"



LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): Premiere Design Solutions, Inc.

Firm Address: 2800 Glades Circle, Suite 106, Weston, Florida, 33327

Project Description: Architectural and Engineering Services for Transit Division

In response to Broward County's RLI/Bid No. V1018717R1, the undersigned hereby agree to utilize the DBE 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 DBE Firm: Genesis Enterprises and Engineering Services, LLC.

Address of DBE Firm: 1720 SW 3rd Avenue, Pompano Beach, Florida, 33060

Expiration of DBE Certification: Oct. 12/12 Projected DBE Work Assignment (description of work assignment): Transportation Engineering Services

Projected Percentage of Prime's Contract Fees to be Awarded to DBE: 10%
(Dollar Amt. or Percentage %)

[Signature] May 16, 2012
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Luis J. Jurado, P.E.

Subscribed and sworn to before me this 16 day of May
Notary's Signature: [Signature] Notary Seal:

(ACKNOWLEDGEMENT BY THE PROPOSED DBE 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] 5/17/12
(Signature of Owner or Authorized Rep. DBE) (Date)

Print Name (owner or authorized Rep. DBE): Michael Melendez, P.E.

Subscribed and sworn to before me this 17 day of May 2012
Notary's Signature: [Signature] Notary Seal:

OESBD Compliance Form DBELOI F 2010

Exhibit "D"



LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): Premiere Design Solutions, Inc.

Firm Address: 2800 Glades Circle, Suite 106, Weston, Florida, 33327

Project Description: Architectural and Engineering Services for Transit Division

In response to Broward County's RLI/Bid No. V1018717R1, the undersigned hereby agree to utilize the DBE 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 DBE Firm: Cherokee Enterprises Inc.

Address of DBE Firm: 14474 Commerce Way, Miami Lakes, Florida, 33016

Expiration of DBE Certification: June 14/12 Projected DBE Work Assignment (description of work assignment): Environmental Engineering Services

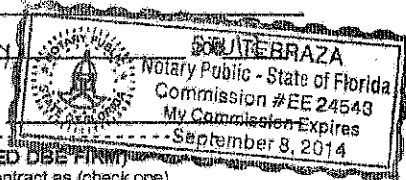
Projected Percentage of Prime's Contract Fees to be Awarded to DBE: 2%
(Dollar Amt. or Percentage %)

[Signature] May 16, 2012
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): _____

Subscribed and sworn to before me this 16 day of May

Notary's Signature [Signature] Notary Seal: _____



5/16/12

(ACKNOWLEDGEMENT BY THE PROPOSED DBE 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] 5/17/2012
(Signature of Owner or Authorized Rep. DBE) (Date)

Print Name (owner or authorized Rep. DBE): Gabino Cuevas, P.E., CEO

Subscribed and sworn to before me this 18th day of May 2012

Notary's Signature: [Signature] Notary Seal: DD 782013

OESBD Compliance Form DBELOF2010



MELISSA MUIRHEAD
MY COMMISSION # DD 782013
EXPIRES: August 22, 2012
Bonded thru Budget Notary Services

Exhibit "D"



LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): Premiere Design Solutions, Inc.

Firm Address: 2800 Glades Circle, Suite 106, Weston, Florida, 33327

Project Description: Architectural and Engineering Services for Transit Division

In response to Broward County's RLI/Bid No. V1018717R1, the undersigned hereby agree to utilize the DBE 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 DBE Firm: Rocamar Engineering Services, Inc.

Address of DBE Firm: 900 W. Linton Blvd. Suite 201-B, Delray Beach, FL, 33444

Expiration of DBE Certification: July 9/12 Projected DBE Work Assignment (description of work assignment): MEP Engineering Services

Projected Percentage of Prime's Contract Fees to be Awarded to DBE: 3%
(Dollar Amt. or Percentage %)

[Signature] May 16, 2012
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Luis J. Jurado, P.E.

Subscribed and sworn to before me this 16 day of May, 2012

Notary's Signature [Signature] Notary Seal:

(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one) X 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] 5-17-2012
(Signature of Owner or Authorized Rep. DBE) (Date)

Print Name (owner or authorized Rep. DBE): Bernardo Cardenal

Subscribed and sworn to before me this 15th day of May, 2012

Notary's Signature: [Signature] Notary Seal:

Exhibit "D"

RLI No. V1018717R1

Federal Transit Administration Funding Supplement

EXHIBIT 4



MONTHLY DBE 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 MONTHLY TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amount Paid This Period	Amount Paid To Date	Gender		Ethnic Category							
								M	F	B	H	A	NA	W			
Total Amount Paid to DBE Firms																	

Black American - B Hispanic American - H Asian American - A Native American - NA Non-Minority Women - W

I attest 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 DBEUMR F2010

INSTRUCTION TO BIDDERS/RESPONDERS:

If applicable to your Contract, Exhibit 4, DBE Monthly Utilization Report, should be executed and submitted by Contractor to OESBD, with a copy to the using department project manager, on a monthly basis following commencement of services under this Contract.

If Exhibit 4 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

Exhibit "D"

RLI No. V1018717R1

Federal Transit Administration Funding Supplement

EXHIBIT 5



FINAL MONTHLY DBE UTILIZATION REPORT

(To be submitted with the final invoice)

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

All payments made to DBE subcontractors must be reported on this form.

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amount Paid This Period	Amount Paid To Date	Gender		Ethnic Category							
								M	F	B	H	A	NA	W			
Total Amount Paid to DBE Firms																	

Black American - B Hispanic American - H Asian American - A Native American - NA Non-Minority Women - W

I attest 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. ©2008 Compliance Form DBE/PDR Form

INSTRUCTION TO BIDDERS/RESPONDERS:
 If applicable to your Contract, Exhibit 5, Final Monthly DBE Utilization Report, should be executed and submitted by Contractor with the Contractor's request for final payment and release of retainage.
 If Exhibit 5 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

RLI No. V1018717R1

Exhibit "D"

Federal Transit Administration Funding Supplement

EXHIBIT 6

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
CERTIFICATION**

IF THIS CONTRACT OR PURCHASE ORDER HAS A VALUE OF \$25,000 OR MORE, THIS PROCUREMENT IS A COVERED TRANSACTION FOR PURPOSES OF 49 CFR PART 29


This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier-covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by COUNTY. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier-covered transactions.

5/20/12
(Date)


(Signature)

PDS, Inc.
(CONTRACTOR)

PRESIDENT
(Title)

INSTRUCTION TO BIDDERS/RESPONDERS:

If applicable to your Contract, Exhibit 6, Government-Wide Debarment and Suspension (Non-procurement) Certification, should be executed and submitted with each bid, offer, or proposal of \$25,000 or more, but must be submitted prior to award of Contract.

If Exhibit 6 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

Exhibit "D"

RLI No. V1018717R1

Federal Transit Administration Funding Supplement

**EXHIBIT 7
BUY AMERICA CERTIFICATION**

FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING CONSTRUCTION CONTRACTS, MATERIALS AND SUPPLIES, AND ROLLING STOCK) OVER \$100,000.

If this Contract or purchase order is valued in excess of \$100,000 and involves the procurement of steel, iron, or manufactured products, the Bidder or offeror hereby certifies that it:

- Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.

If this Contract or purchase order is valued in excess of \$100,000 and involves the procurement of buses, other rolling stock, and associated equipment, the Bidder or offeror certifies that it:

- Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

(Date)

(Signature)

(CONTRACTOR)

(Title)

Note: This Buy America certification must be submitted to Broward County with all bids or offers on FTA-funded Contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

INSTRUCTION TO BIDDERS/RESPONDERS:

If applicable to your Contract, Exhibit 7, Buy America Certification, must be executed and submitted with each bid, offer, or proposal exceeding \$100,000.

If Exhibit 7 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

RLI No. V1018717R1

Exhibit "D"

Federal Transit Administration Funding Supplement

EXHIBIT 8

RESTRICTIONS ON LOBBYING CERTIFICATION

**FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING
CONSTRUCTION/ARCHITECTURAL AND ENGINEERING/ACQUISITION OF
ROLLING STOCK/PROFESSIONAL SERVICE CONTRACTS/OPERATIONAL
SERVICE CONTRACTS/TURNKEY CONTRACTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying,"

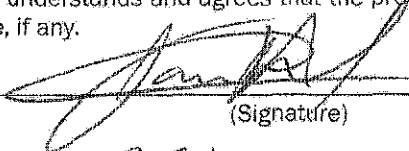
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

5/20/12
(Date)

PRESIDENT
(Title)


(Signature)

POS, Inc
(CONTRACTOR)

INSTRUCTION TO BIDDERS/RESPONDERS:

If applicable to your Contract, Exhibit 8, Restrictions on Lobbying Certification, should be executed and submitted with each bid, offer, or proposal, exceeding \$100,000, but must be submitted prior to award of Contract.

If Exhibit 8 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

Exhibit "D"

RLI No. V1018717R1

Federal Transit Administration Funding Supplement

EXHIBIT 9

DRUG AND ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION

FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE OR PROVIDING TRANSIT VEHICLE MAINTENANCE, REPAIR, OVERHAUL, AND/OR REBUILT VEHICLES, ENGINES, AND PARTS, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.

The undersigned certifies that CONTRACTOR, and its SUBCONTRACTORS as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."¹

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency (the Florida Department of Transportation), or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports no later than February 15) to COUNTY.

To certify compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

(Date)	(Signature)
	(CONTRACTOR)
	(Title)

¹ The Federal Transit Administration (FTA) – mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA).

INSTRUCTION TO BIDDERS/RESPONDERS:

if applicable to your Contract, Exhibit 9, Drug and Alcohol Testing Program Compliance Certification, should be executed and submitted with each bid, offer, or proposal, but must be submitted prior to award of Contract.

If Exhibit 9 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

Exhibit "D"

Revision: 1.0

Premiere Design Solutions, Inc

DRUG-FREE WORKPLACE POLICY



Weston, FL:
2800 Glades Cir Suite: 106
Weston, FL 33327
Ph.: 954-237-7850

Miami, FL:
10318 SW 145th Court
Miami, FL 33186
Ph.: 305-962-9036

Rock Hill, SC:
150 Oakland Ave Suite: 215
Rock Hill, SC 29730
Ph.: 803-310-3090

Exhibit "D"

Premiere Design Solutions, Inc

Purpose and Goal

Premiere Design Solutions, Inc is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This organization encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to full-time employees and part-time employees.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours and whenever conducting business or representing the organization.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Searches

Entering the organization's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of desks and work stations and vehicles and equipment.

Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates

Exhibit "D"

Premiere Design Solutions, Inc

the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment drug test.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Assistance

Premiere Design Solutions, Inc recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.

Exhibit "D"

Premiere Design Solutions, Inc

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.

Exhibit "D"

Premiere Design Solutions, Inc _____

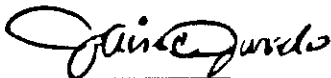
This Employee Drug-Free Workplace Policy and policies herein were prepared for Premiere Design Solutions, Inc. under the direction of directors and by the Human Resources Representative: Mr. Jaime Jurado. Any questions, or inconsistencies found, please report them to your supervisor or the Human Resources Representative (jjurado@pds-eng.com)

I have read and agree to abide by this Employee Drug-Free Workplace Policy

Employee Signature

Date

Witnessed by:



Business Representative

Date

Exhibit "D"

RLI No. V1018717R1

Federal Transit Administration Funding Supplement

EXHIBIT 10

BUS TESTING COMPLIANCE CERTIFICATION

FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURKEY

The undersigned (CONTRACTOR/manufacturer) certifies that the vehicle offered in this procurement complies with 49 USC A5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

_____	_____
(Date)	(Signature)

	(CONTRACTOR)

	(Title)

INSTRUCTION TO BIDDERS/RESPONDERS:

If applicable to your Contract, Exhibit 10, Bus Testing Compliance Certification, should be executed and submitted with each bid, offer, or proposal, but must be submitted prior to award of Contract.

If Exhibit 10 is not applicable to your Contract, then mark it as "N/A" (Not Applicable)

Exhibit "D"

RLI No. V1018717R1

Federal Transit Administration Funding Supplement

EXHIBIT 11

PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS CERTIFICATION

FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT OVER \$100,000

Check one:

- The Bidder hereby certifies that it **will comply** with the requirements of 49 USC 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.
- The Bidder hereby certifies that it **cannot comply** with the requirements of 49 USC 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or 5323(j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 as amended, and regulations in 49 CFR 661.7.

(Date)

(Signature)

(CONTRACTOR)

(Title)

Note: This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

INSTRUCTION TO BIDDERS/RESPONDERS:

If applicable to your Contract, Exhibit 11, Pre-Award and Post-Delivery Audit Requirements Certification, must be executed and submitted with each bid, offer, or proposal exceeding \$100,000.

If Exhibit 11 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

Exhibit "D"

RLI No. V1018717R1

Federal Transit Administration Funding Supplement

EXHIBIT 12

TRANSIT VEHICLE MANUFACTURER (TVM)
CERTIFICATION OF COMPLIANCE WITH SUB PART D, PART 26

FOR ALL BUSES/ROLLING STOCK PROCUREMENTS

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

_____, a TVM, hereby certifies that it has complied with the
(Name of Firm)
requirements of Section 26.49 of 49 CFR Part 26 by submitting a current DBE Goal to the FTA. The
goals apply to fiscal year _____ and have been approved or not disapproved by the FTA.
(Date of Fiscal Year)

_____, hereby certifies that the manufacturer of the transit vehicle
(Name of Firm)
to be supplied _____ has complied with the above- referenced
(Name of Manufacturer)
requirements of Section 26.49 of 49 CFR Part 26.

(Signature)

(Date)

Title: _____

Company: _____

Telephone No.: _____

Fax No.: _____

INSTRUCTION TO BIDDERS/RESPONDERS:

If applicable to your Contract, Exhibit 12, Transit Vehicle Manufacturer (TVM) Certification, should be executed and submitted with each bid, offer, or proposal, but must be submitted prior to award of Contract.

If Exhibit 12 is not applicable to your Contract, then mark it as "N/A" (Not Applicable).

Exhibit "D"

RLI No. V1018717R1

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS



INSTRUCTIONS TO BIDDERS: *This project is being funded with American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("ARRA") funds, and unique terms and conditions apply. Because there is high interest in the status of ARRA-funded projects and their impact on our economy, Broward County will be routinely reporting its progress to the Federal Transit Administration and to Congress. Broward County will therefore require information from Bidders regarding each Bidder's progress, including the jobs your firm has created or retained with these projects. Broward County looks forward to partnering with your firm on this important project which is intended to improve transit service delivery to County residents and customers and assist with the economic recovery in Broward County. The status of all projects being funded in Broward County and across the United States of America will be available for viewing by the general public at www.recovery.gov. As used in this document, "Contractor" means the contractor receiving ARRA funds from Broward County under this agreement, and "Subcontractor" means any entity or person that enters into a contractual agreement with the Contractor to perform a part of the work.*

1. This contract is governed by the provisions of the ARRA and Federal Regulations and other guidance from the Federal government implementing the ARRA. The Contractor agrees that it will comply with all ARRA requirements applicable to this contract. The Contractor acknowledges that these Supplemental Terms and Conditions may require changes due to future revisions of the ARRA requirements, and Contractor agrees that it shall comply with any such changes upon receipt of written notification from Broward County of such changes. Such changes shall become a material part of the contract without the necessity of either party executing an amendment to this contract. The Contractor specifically agrees to comply with each of the terms and conditions contained herein.
2. **INTEGRITY:** The contractor agrees that information provided to Broward County in compliance with ARRA requirements will be accurate, objective, and of the highest integrity.
3. **DUNS NUMBER:** All Contractors are required to register and provide Broward County with their unique Dun and Bradstreet Data Universal Numbering System (DUNS) Number within five (5) calendar days prior to award.
4. **AVAILABILITY OF FUNDING:** Contractor agrees that programs supported with temporary federal funds made available by the ARRA will not be continued with federal or county financed appropriations once the temporary federal funds are expended.
5. **BUY AMERICAN REQUIREMENT:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its Subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the head of the applicable federal agency in limited situations as set out in ARRA, Section 1605.
6. **CONFLICTING REQUIREMENTS:** Contractor agrees that, in the event of a conflict between the terms of this contract and the ARRA requirements, the provisions of the ARRA shall be controlling.
7. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, Subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Reference 31 U.S.C. 3729.
8. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its Subcontractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, Broward County may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to Broward County under all applicable federal, state and county laws.

Exhibit "D"

RLI No. V1018717R1

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

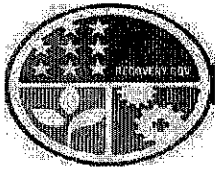


9. **SUBCONTRACTOR FLOW-DOWN REQUIREMENTS:** Contractor agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the ARRA.
10. **ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE.** The Comptroller General and his representative are authorized (1) to examine any records of the Contractor or any of its Subcontractors, that directly pertain to, and involve transactions relating to this Contract; and (2) to interview any officer or employee of the Contractor or any of its Subcontractors regarding transaction.
11. **ACCESS OF OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES.** Any representative or an appropriate inspection general appointed under section 3 or 8G of the Inspector General Act of 1978 (U.S.C App.) is authorized: (1) to examine any records of the Contractor, any of its Subcontractors that pertain to, and involve transactions relating to this contract; and (2) to interview any officer or employee of the Contractor regarding such transactions. Nothing herein shall be interpreted to limit or restrict in any way any existing authority of an inspection general. Reference ARRA, Section 901 and 1515.
12. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects. Reference ARRA, Section 1604.
13. **PUBLICATION:** Contractor shall include the ARRA emblem and Transportation Investment Generating Economic Recovery (TIGER) program emblem to identify projects(s) financed with Recovery Act funds in a manner consistent with federal guidance on all project signage, and is encouraged, to the maximum extent possible, to use the logo on all other publications in connection with the activities funded by Broward County that use ARRA funds.
14. **REPORTING REQUIREMENTS:**
 - a. Pursuant to Section 1512 of the ARRA, primary recipients of ARRA funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. Accordingly, Contractor agrees to provide Broward County with the required information no later than five (5) calendar days before the end of each calendar quarter. A model form for this report is attached as **Exhibit A** and must contain the information outlined below:
 - i. The total amount of ARRA funds received by Contractor during the Reporting Period;
 - ii. The amount of ARRA funds that were expended during the Reporting Period;
 - iii. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 1. the name of the project or activity;
 2. a description of the project or activity;
 3. an evaluation of the completion status of the project or activity;
 - iv. Number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as a result of this Contract. The estimated number shall be expressed as full-time equivalent (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the Contractor; and
 - v. a brief description of the types of jobs created or jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs provided the terms are widely understood and describe the general nature of the work.
 - vi. For any contracts equal to or greater than \$25,000, a model form for this report is attached as **Exhibit B**, which should be submitted in addition to **Exhibit A**, and must include the following:
 1. The name of the entity receiving the contract;

Exhibit "D"

RLI No. V1018717R1

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS



2. The amount of the contract;
 3. The transaction type;
 4. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number; source;
 5. An award title descriptive of the purpose of each funding action;
 6. The location of the entity receiving the contract;
 7. The primary location of the contract, including the city, state, congressional district and county;
 8. A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
 9. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- vii. For any subcontracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate using the model form attached as **Exhibit A** and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.
- viii. Any other information, including certified payroll, reasonably requested by Broward County or required by county or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA were published in the Federal Register on April 1, 2009 [74 FR 14824], and are provided online at www.FederalReporting.gov.
- b. The Committee on Transportation and Infrastructure (T&I) has authority over Governmental Responses to Transparency and Accountability as it relates to the American Recovery and Reinvestment Act of 2009 (P.L. 111-5). Pursuant to this T&I Committee, primary recipients of ARRA funds must submit a report to Congress no later than 30 calendar days before the end of each month. Accordingly, Contractor agrees to provide Broward County with the required information no later than the fifteenth (15th) day of each month. A model form for this report is attached as Exhibit D and must contain the information outlined below:
- i. Number of Projects under contract, Recovery Act funds associated with projects under contract, Number of projects in which work has begun, Recovery Act funds associated with projects in which work has begun, Number of projects in which work has been completed, Recovery Act funds associated with completed projects, Number of direct, on-project jobs created or sustained by Recovery Act funds, Total job hours created or sustained by Recovery Act funds, and Total payroll of job hours created or sustained by Recovery Act funds.
 - ii. Only report on what actually occurred during the reporting period. Do not report on projected, anticipated, or estimated information.
 - iii. Data in all categories should be cumulative. Include not only what actually occurred during the current reporting period, but also add that information to what was previous reported, and actually occurred, during previous periods. For example, a May report, due no later than June 15th, would include information from contract start date through May 31st.

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- iv. Only direct, on-project job and job hours should be reported. These on-project jobs and job hours include contractors and sub-contractors, and are defined as "all jobs billed directly to the projects. Jobs not billed directly to the projects, such as those associated with the off-site production of equipment, vehicles, or construction materials should not be considered."
 - v. Jobs created is defined as "those new positions created or fulfilled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding". Jobs retained is defined as "those previously existing filled positions that are retained as a result of Recovery Act funding". Office of Management and Budget's April 2009 guidance has additional information.
 - vi. Reporting must be completed in "xls" format. Excel "xlsx" format is not permitted.
 - vii. When reporting dollar amounts, only report in dollars and do not use characters, such as dollar sign (\$), comma (,), decimal points, (.), etc.
 - viii. Forms may be downloaded from <http://transportation.house.gov/singlepages/singlepages.aspx?NewsID=852> -Only Table 1 is required of the Contractor.
15. **CERTIFICATION STATEMENT ON INVOICES:** Contractor agrees to include the following certification on all invoices submitted to Broward County for payment: "I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested".
16. **WAGE REQUIREMENTS:** Contractor agrees that, in accordance with Section 1606 of the ARRA, both it and its Subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in the Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App) and section 3145 of title 40 United States Code.
17. **WHISTLEBLOWER PROTECTION** Contractor agrees that it shall comply with the provision of Section 1553 of ARRA. The requirements of Section 1553 of the Act are summarized and include, but are not limited to: Contractor shall not discharge, demote or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that the employee reasonably believe is evidence of: (a) gross mismanagement of a contract or grant relating to ARRA funds; (b) a gross waste of ARRA funds; (c) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (d) an abuse of authority related to implementation or use of ARRA funds; or (e) a violation of law, rule, or regulation related to a contract, including the competition for or negotiation of a contract or grant, awarded or issued relating to ARRA funds. Contractor shall post a notice of the rights and remedies available to employees under ARRA Section 1553 in all workplaces where employees perform work that is funded in whole or in part by money authorized under the ARRA. A copy of this poster is attached as **Exhibit C**. Refer to section 1553 ARRA for specific requirements of this section and prescribed language for the notices.
18. **COMPLIANCE WITH NATIONAL ENVIRONMENTAL POLICY ACT:** All agencies, Contractors and Subcontractors must comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970, (NEPA). Reference ARRA, Section 1609.
19. **JOB POSTING:** Contractors are strongly encouraged to post all recruitments for ARRA jobs on the Employ Florida Marketplace at (<https://www.employflorida.com/>). The Department of Labor and workforce boards statewide have

Exhibit "D"

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received ARRA funds to assist employers to find qualified applicants. This is not intended to prevent Contractor from seeking needed employees by other means including industry-specific programs.

PLEASE NOTE THAT COMPLIANCE WITH APPLICABLE SECTIONS OF ARRA WILL BE STRICTLY ENFORCED BY THE FEDERAL, STATE AND COUNTY GOVERNMENT. THEREFORE, ALL CONTRACTORS AND SUBCONTRACTORS SHOULD BECOME FAMILIAR WITH THE SPECIFIC TERMS AND REPORTING REQUIREMENTS OF ARRA AS MAY BE APPLICABLE TO ARRA FUNDS RELATED TO THIS CONTRACT. ADDITIONAL RESOURCES ARE AVAILABLE AT http://www.fta.dot.gov/index_9440.html; <http://www.recovery.gov>.

Exhibit "D"

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SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS



Exhibit A

Reporting Form for All Contractors Receiving ARRA Funds

Grant:		Contractor Name:	
Name of Project or Activity:			
Total ARRA funds received by Contractor during reporting period	\$	Amount of ARRA funds expended during reporting period	\$
Number of positions created and filled, retained, or existing unfilled positions filled/retained as a result of this Contract in total hours and full-time equivalent (FTE), calculated cumulatively as all hours worked divided by total number of hours in full-time schedule.		Total Hours	FTE
Description of jobs created or retained			
DETAILED LIST OF PROJECTS/ACTIVITIES for which ARRA funds were expended or obligated			
NAME			
Description of project or activity			
Evaluation of completion status, description of progress			
NAME			
Description of project or activity			
Evaluation of completion status, description of progress			
NAME			
Description of project or activity			
Evaluation of completion status, description of progress			
<i>Additional sheets may be attached as necessary.</i>			
Submitted by: (name and title)			
Signature / Date			

Exhibit "D"

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SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS



Exhibit B

Reporting Form for All Contracts/Subcontracts Greater than or Equal to \$25,000

Grant:		Contractor Name:		
Name of Project or Activity:				
Amount of Contract:				
Transaction Type:				
Award title descriptive of the purpose of each funding action				
NAICS code		CFDA Number		
Unique identifier of the entity receiving the contract and the parent entity of Contractor should the entity be owned by another.				
Contractor Address (with zip+4)		Telephone:		
Primary location of contract	City	State	Congressional District	County
The names and total compensation of the five most highly compensated officers of the company if it receives: 1) 80% or more of its annual gross revenues in Federal awards and 2) \$25 M or more in annual gross revenue from Federal awards.	1.			\$
	2.			\$
	3.			\$
	4.			\$
	5.			\$
<i>Additional sheets may be attached as necessary.</i>				
Submitted by: (name and title)				
Signature / Date				

Exhibit "D"




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SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS



Exhibit C

Whistleblower Notice of Rights and Remedies

**U.S. DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL**

**WHISTLEBLOWERS
KNOW YOUR RIGHTS**

On January 6, 2009 the American Recovery and Reinvestment Act (ARRA) was signed into law by President Obama to improve public welfare. If you protect America's interests by reporting fraud, abuse, or mismanagement of ARRA funds at your workplace, and are retaliated against as a result, know that America is here for you.

American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, Section 1553

A
ADMINISTRATIVE REVIEW:
You have the right to file a complaint with the Office of Inspector General and receive a timely investigation and response.

R
REPRISAL-FREE:
You have the right to be free from discharge, demotion, or discrimination as a result of disclosing:

- Gross mismanagement of a stimulus-funded project.
- Gross waste of stimulus funds.
- Danger to public health and safety related to a stimulus-funded project.
- Violation of the law relating to stimulus funds or a stimulus-funded project.
- Abuse of authority related to the implementation of stimulus funds.

R
REMEDIES:
You have the right to receive remedies if the Office of Inspector General determines you were subjected to an unlawful reprisal. Your employer may be ordered to abate the reprisal, reinstate your employment, and you may receive compensation to reimburse you for your attorney fees and other financial suffering experienced as a result of the reprisal.

A
ALTERNATIVES:
You have the right to take action against your employer in civil district court if the Office of Inspector General does not respond within 210 days or determines that there was not an unlawful reprisal.

OIG HOTLINE
www.oig.dot.gov/recovery/whistleblower_protections.jsp

Phone: 1-800-424-9071	Mail: USDOT/OIG
Email: hotline@oig.dot.gov	P.O. Box 708
Fax: 1-540-373-2080	Fredericksburg, VA 22404

