

Airport Design Consultant
Services Agreement
CAF#404

A G R E E M E N T

Between

BROWARD COUNTY

and

T.Y. LIN INTERNATIONAL, INC.

for

CONSULTANT SERVICES FOR

ENGINEERING SERVICES FOR VARIOUS

PROJECTS AT NORTH PERRY AIRPORT (HWO)

IN BROWARD COUNTY, FLORIDA

RFP # R1142806P1

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AGREEMENT

Between

BROWARD COUNTY

and

T.Y. Lin International, Inc.

for

CONSULTANT SERVICES FOR

ENGINEERING SERVICES FOR VARIOUS PROJECTS AT
NORTH PERRY AIRPORT (HWO)

IN BROWARD COUNTY, FLORIDA

RFP # R1142806P1

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

T.Y. Lin International, 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 **Airport**: means the **North Perry Airport (HWO)**; located in Broward County, Florida, as described in the Master Plan Update, including such additional property that may be acquired to implement development as described therein.
- 1.3 **Aviation Department or BCAD**: means the Broward County Aviation Department (BCAD), or any successor agency.
- 1.4 **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.
- 1.5 **Consultant**: The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.6 **Contract Administrator**: The Director of the Broward County Aviation Department, or his or her designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly designated as Contract Administrator in writing by the County Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.7 **Contractor**: The person, firm, corporation or other entity who enters into an agreement with COUNTY to perform construction work for the Project.
- 1.8 **County Administrator**: The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.9 **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.

- 1.10 ~~**County Business Enterprise ("CBE"):** A small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.~~
- 1.11 ~~**Disadvantaged Business Enterprise ("DBE")** means as defined in Title 49 CFR Part 26 or other applicable federal law in connection with a contract which is funded in whole or in part from federal governmental sources as specified a business duly certified as a DBE in the state of Florida in accordance with the requirements of in Title 49 CFR Part 26 and the Florida Unified Certification Program. Sec. 26.3~~
- 1.12 **Notice To Proceed:** A written notice to proceed issued by the Contract Administrator, authorizing the Consultant to commence work under this Agreement, or to proceed with a subsequent phase or task of work under this Agreement.
- 1.13 **Project:** The Project consists of the services described in Article 3, and in applicable exhibits to this Agreement.
- 1.14 **Subconsultant:** A firm, partnership, corporation, independent contractor (including 1099 individuals) or combination thereof providing services to the County through the CONSULTANT for all or any portion of the advertised work or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.
- 1.15 **Work Authorization:** means a written order issued by the Contract Administrator directing CONSULTANT to perform services and detailing the terms of payment and scope of work.

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ARTICLE 2
PREAMBLE

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

- 2.1 COUNTY has budgeted funds for the Project. The Project is funded with **Airport Enterprise and/or FAA funds.**
- 2.2 COUNTY has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected CONSULTANT to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and this Agreement incorporates the results of such negotiations.
- 2.4 Award of this Agreement does not guarantee work will be authorized. A failure by the COUNTY to authorize work under this Agreement or to issue a Notice to Proceed shall not be deemed a breach of this Agreement.

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ARTICLE 3
SCOPE OF SERVICES

- 3.1 CONSULTANT's services shall consist of the tasks and phases set forth in Exhibit "A", which will be authorized by Work Authorizations, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for the Project. CONSULTANT shall provide all services as set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2 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.

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ARTICLE 4
TIME FOR PERFORMANCE; DAMAGES FOR DELAY

- 4.0 The initial term of this Agreement shall be for the period beginning on the date of execution of this Agreement by the Board and ending three years from that date ("Initial Term"). At its option, the County may renew this Agreement for two (2) additional one (1) year periods. The option to renew may be exercised by the County's Director of Purchasing by written notice of renewal to Consultant.
- 4.1 CONSULTANT shall perform the services described in Exhibit "A", as and when authorized by Work Authorizations, within the time periods specified in the Project Schedule included in Exhibit "A"; said time periods shall commence from the date of the Notice to Proceed for such services. If applicable, the Work Authorization shall not expire until the expiration of all warranty periods provided for in the construction contract(s) for the relevant Project, unless it is terminated earlier as provided under applicable provisions of this Agreement.
- 4.2 Prior to beginning the performance of any services and any subsequent phases under this Agreement, CONSULTANT must receive a Work Authorization and Notice to Proceed. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, 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 Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY, and the

failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT or by CONSULTANT'S failure to perform in accordance with this Agreement, then CONSULTANT shall pay to COUNTY 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 Contractor and COUNTY are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Article 10.7, INDEMNIFICATION OF COUNTY.

~~4.6 In the event CONSULTANT fails to complete the phases of services identified in Exhibit "A" on or before the applicable Time for Performance, CONSULTANT shall pay to COUNTY the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the phase:~~

Project Phase	Amount
Programming Phase	\$ _____
Phase I Schematic Design	\$ _____
Phase II Design Development	\$ _____
Phase III 50% Contract Documents	\$ _____
Phase III 100% Contract Documents	\$ _____

~~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 Article 10.7, INDEMNIFICATION OF COUNTY.~~

ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

The total cumulative amount authorized for all Work Authorizations issued under authority of this Agreement to CONSULTANT shall be Six Hundred and Seventy Five Thousand Dollars (\$675,000) labor and Twenty Five Thousand Dollars (\$25,000) for reimbursables, for a total maximum not to exceed Agreement amount of Seven Hundred Thousand Dollars (\$700,000).

5.1.1 Maximum Amount Not-To-Exceed Compensation

Compensation to CONSULTANT for the performance of Basic Services identified in Exhibit "A" as payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Article 5.2 up to a maximum amount as stated in the Work Authorization and in the amounts not-to-exceed those stated in Exhibit "F", unless as otherwise provided herein, of \$ _____. ~~CONSULTANT shall perform all services designated as Maximum Amount Not To Exceed set forth herein for total compensation in the amount of or less than that stated above.~~

For any phase or task that is identified as a Maximum Amount Not-To-Exceed, the Contract Administrator may transfer funds to any other phase or task. Notwithstanding, the receiving item may not be increased by an aggregate amount that is greater than the Director of Aviation's change order authority (as provided in Section 21.73(c) of the Administrative Code) unless Board approval is first obtained.

5.1.2 Lump Sum Compensation

Compensation to CONSULTANT for the performance of all Basic Services identified in Exhibit "A" as payable on a "Lump Sum" basis, and as otherwise required by this Agreement, shall be not more than a total lump sum of the Work Authorization. \$ _____.

5.1.3 Optional Services

~~COUNTY has established an amount of \$ _____ for potential Optional Services identified in Exhibit "F" which may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by COUNTY.~~

5.1.4 Reimbursable Expenses

COUNTY has established a maximum amount not-to-exceed of \$25,000 for potential reimbursable expenses which may be utilized pursuant to Article 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by COUNTY.

5.1.5 Salary Rate

The maximum hourly rates payable by COUNTY for each of CONSULTANT's employee categories are shown on Exhibit "B" and are further described in Article 5.2. COUNTY shall not pay CONSULTANT any additional sum for reimbursable expenses, additional or optional services, if any, unless otherwise stated in Article 5.3 and Article 6.

If, for services designated as payable on a Maximum Amount Not-To-Exceed, CONSULTANT has "lump sum" agreements with any subconsultant(s), then CONSULTANT shall bill all "lump sum" subconsultant fees with no "markup." Likewise, CONSULTANT shall bill, with no mark-up, all maximum not to exceed subconsultant fees using the employee categories for Salary Costs on Exhibit "B" as defined in Article 5.2 and Reimbursables defined in Article 5.3. All Subconsultant fees shall be billed in the actual amount paid by CONSULTANT.

5.1.6 Phased Payments

Payments for Basic Services shall be paid out pursuant to the project phasing specified in Exhibit "A" and as established in the Work Authorization. in accordance with the percentage amount set forth below. The retainage amount set forth in Article 5.5 shall be applied to the percentage amount for each phase stated herein:

<u>Project Phase</u>	<u>Fee %</u>	<u>Fee Amount/Phase</u>
<u>Predesign Services/Programming</u>	<u>—%</u>	<u>\$ —————</u>
<u>Phase</u>	<u>—%</u>	<u>\$ —————</u>
<u>Phase I: Schematic Design</u>	<u>—%</u>	<u>\$ —————</u>
<u>Phase II: Design Development</u>	<u>—%</u>	<u>\$ —————</u>
<u>Phase III: Construction Documents</u>	<u>—%</u>	<u>\$ —————</u>
<u>Phase IV: GMP Negotiations</u>	<u>—%</u>	<u>\$ —————</u>
<u>Phase V: Administration of the</u>	<u>—%</u>	<u>\$ —————</u>
<u>Construction Contract</u>	<u>—%</u>	<u>\$ —————</u>
<u>Phase VI: Warranty Administration and</u>	<u>—%</u>	<u>\$ —————</u>
<u>Post Occupancy Services</u>	<u>—%</u>	<u>\$ —————</u>
<u>Total Basic Services Fee</u>	<u>100%</u>	<u>\$ —————</u>

5.1.7 The dollar limitation set forth in Article 5.1 is a limitation upon, and describes the maximum extent of, COUNTY's obligation to CONSULTANT, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

5.2 SALARY COSTS

The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier of ____%, which consists of the following: 1) a fringe benefits factor of ____%; 2) an overhead factor of ____%; and 3) an operating profit margin of ____% as set forth on Exhibit "B". Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within one hundred eighty (180) days after CONSULTANT's most recently completed fiscal year. If the certification is not available at the time of contracting, the certification shall be provided when it becomes available, provided however, The CONSULTANT certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting. The multiplier shall never exceed 2.90 for the life of this Agreement.

- 5.2.1 CONSULTANT shall require all of its subconsultants to comply with the requirements of Article 5.2. Subconsultants may be exempted from the FAR audit requirements of Article 5.2 upon application to, and written approval by, the County Auditor.
- 5.2.2 Salary Costs for CONSULTANT and subconsultants as shown in Exhibit "B" are the Maximum Billing Rates which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit "B" for the CONSULTANT or any subconsultant, the CONSULTANT shall reimburse the COUNTY based upon the actual costs determined by the audit.
- 5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon the CONSULTANT's 'home office' rates. Should it become appropriate during the course of the agreement that a 'field office' rate be applied, then it is incumbent upon the CONSULTANT to submit a supplemental Exhibit "B" reflective of such rates for approval by Contract Administrator and invoice the COUNTY accordingly.
- 5.2.4 The total hours payable by the COUNTY for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours in any week. In no event shall CONSULTANT be paid additional compensation for exempt

employees. In the event the work requires non-exempt personnel to work in excess of 40 hours per week (overtime), any additional hours must be authorized in advance, in writing, by the Contract Administrator. In such an event, Salary Costs for overtime hours shall be payable at no more than one and one half of the maximum hourly rate as shown on Exhibit "B", adjusted by a multiplier reflective of applicable overhead and fringe costs, if any, and the agreed upon operating profit margin.

5.2.5 The rates shown on Exhibit B may be subject to change annually beginning on the first anniversary of the contract execution date and on each contract year thereafter, upon written request by the CONSULTANT and approval at the sole discretion of the CA. The CA may deny an increase if the COUNTY has not negotiated any payroll increases for COUNTY staff, or if the Vendor Evaluations reflect poor performance on the Agreement. The change in the cost of living shall be determined from the Miami- Ft. Lauderdale Average for Urban Wage Earners and Clerical Workers as published monthly by the Bureau of Labor Statistics. Any change in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI previous period shall mean for the same month of the prior year. CONSULTANT shall provide any and all documentation including but not limited to the CPI table for the month of the year prior through the current month of the request, as well as Excel spreadsheet showing mathematically derived revised rates. In any event, the maximum hourly rate for any position on Exhibit B shall not exceed \$250.00/hour during the entire term of this Agreement.

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, and as not otherwise specified in Exhibit "A", may be charged at actual cost with prior written approval by the Contract Administrator, and shall be limited to the following:

- a) Transportation expenses, subject to the limitations of Section 112.061, Florida Statutes, to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside Miami-Dade/Broward/Palm Beach County.
- b) 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.

- c) Cost of printing, reproduction, or photography.
- d) Identifiable geotechnical investigations, utility locations and testing costs.
- e) Permit fees paid to regulatory agencies for approvals directly attributable to the Project, excluding permits required for the Contractor.
- f) The Reimbursables listed on Exhibit "D", and any other pre-authorized miscellaneous expenses.

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

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

5.4 METHOD OF BILLING

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Article 5.1.1

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. 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 Article 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. 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 the Contract Administrator that the Project is progressing in a satisfactory manner, the 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 the 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 Director of the Broward County Purchasing Division.

5.5.3 Payment will be made to CONSULTANT at:

T.Y. Lin International, Inc.
Dept CH 16981
Palatine, IL 60055-6981

5.5.4 Except as otherwise provided in Article 9, CONSULTANT shall pay its subconsultants, subcontractors, and suppliers, within fifteen (15) days following receipt of payment from COUNTY for such work or supplies. CONSULTANT agrees that if it withholds retainage from subconsultants, subcontractors, or suppliers that it will release such retainage and pay same within fifteen (15) days following receipt of retained amounts from COUNTY.

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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 Costs of Additional Services identified by the COUNTY during the life of this agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by the Contract Administrator shall include a required completion date for CONSULTANT's performance of those additional services.
- 6.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to COUNTY's Director of Purchasing for resolution. The Director's decision shall be final and binding on the parties. The resolution shall be set forth in a written document in accordance with Article 6.1 above, if applicable. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.
- 6.4 CONSULTANT may, at Contract Administrator's discretion, be authorized to perform the Optional Services delineated in Exhibit "F", Optional Services, up to the maximum fee amount established for Optional Services under Article 5 and in Exhibit "F". Any Optional Services 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 this Article. Prior to issuing a Work Authorization, the Contract Administrator must provide the County Attorney's Office with the written description of the work to be undertaken as required by Article 6.4.4.1 and must obtain a written concurrence from the County Attorney's Office that the work proposed to be performed pursuant to the Work Authorization is within the scope of services of this Agreement. Before any Optional Service that is contained within Article 5.1.3 and Exhibit "F" is commenced, CONSULTANT shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Optional Service.
- 6.4.1 For any Optional Service that is not provided for in Article 5.1.3 and Exhibit "F", CONSULTANT shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Optional

Service, which estimate shall be reviewed by Contract Administrator. For these Optional Services outside of Article 5.1.3 and Exhibit "F" a final amount for CONSULTANT's compensation shall be approved as follows:

- 6.4.1.1 Any Work Authorization that will cost COUNTY less than Thirty Thousand Dollars (\$30,000.00) may be signed by Contract Administrator and CONSULTANT, using the Work Authorization provided by COUNTY for that purpose.
- 6.4.1.2 Any Work Authorization that will cost COUNTY at least Thirty Thousand Dollars (\$30,000.00) but not more than \$100,000.00 may be signed by COUNTY's Purchasing Director, and CONSULTANT.
- 6.4.1.3 Work Authorizations within the Purchasing Director's delegated authority shall be prepared using the Work Authorization Form provided by COUNTY for that purpose. Any Work Authorization above the COUNTY's Purchasing Director's authority must be approved by Board and shall be prepared using the Work Authorization provided by COUNTY for that purpose.
- 6.4.2 Subsequent to Contract Administrator issuing a Work Authorization pursuant to this article, Contract Administrator will issue a Notice to Proceed (NTP) for those authorized Optional Services. CONSULTANT shall not commence such work until after receipt of the Contract Administrator's NTP.
- 6.4.3 All Work Authorizations issued by the Contract Administrator shall contain, at a minimum, the following information and requirements:
 - 6.4.3.1 A description of the work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by CONSULTANT), a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation.
 - 6.4.3.2 A budget establishing the amount of compensation, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of COUNTY is obtained. 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 in sufficient detail so as to identify the various elements of costs.

6.4.3.3 A time established for completion of the work or services undertaken by CONSULTANT or for the submission to COUNTY of documents, reports, and other information pursuant to this Agreement.

6.4.3.4 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.

6.4.3.5 Work Authorizations shall be dated, serially numbered, and signed.

6.5 As provided in Article 9.2, 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 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.

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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.

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ARTICLE 8 INSURANCE

- 8.1 To ensure the indemnification obligation contained Article 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.
- 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 be responsible for all deductible amounts, if any. CONSULTANT shall specifically protect COUNTY by naming 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 Two Million Dollars (\$2,000,000.00). Any deductible amount shall not exceed Two Hundred Thousand Dollars (\$200,000.00) for each occurrence. The deductible must be indicated on Consultant's Certificate of Insurance. Consultant shall be responsible to pay all deductibles. 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. In addition, the policies must include Employers's Liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) for each accident. Note: Election exemptions or coverage through an employee leasing arrangement will not satisfy this requirement.
- 8.2.3 Comprehensive or Commercial Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Two Million Dollars per \$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:

- 1) Premises and/or Operations.
- 2) Independent Contractors.
- 3) Broad Form Property Damage.
- 4) Broad Form Contractual Coverage applicable to this specific Agreement.
- 5) Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Consultant shall be responsible for all deductibles.

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

- 1) Owned vehicles, if applicable.
- 2) Hired and non-owned vehicles, if applicable.
- 3) Employers' non-ownership, if applicable.

Consultant shall be responsible for all deductibles.

8.2.5 Prior to the entrance into the airside area of the Airport by CONSULTANT, its subconsultants, and/or their employees, the limit of liability for automobile and commercial or comprehensive general liability insurance will be increased to \$5,000,000.00 each occurrence bodily injury and property damage combined single limit.

8.3 CONSULTANT shall provide to COUNTY certificate of insurance within fifteen (15) days after notification of award of the contract. CONSULTANT shall provide to COUNTY a Certificate of Insurance or a copy of all insurance policies required by this Article including any subsection thereunder and attached hereto as Exhibit "G". COUNTY reserves the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is completed. All certificates and endorsements required herein shall state that COUNTY shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies 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 COUNTY is to be expressly included as an Additional Insured in the name of Broward County with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with general supervision of such operation. If CONSULTANT uses a subconsultant, then CONSULTANT shall ensure that subconsultant 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.

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ARTICLE 9
EEO AND DBE COMPLIANCE

- 9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. CONSULTANT shall comply with all applicable requirements of the **Disadvantaged Business Enterprise ("DBE") Program** in the award and administration of this Agreement. Failure by CONSULTANT to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

CONSULTANT shall include the foregoing or similar language in its contracts with any subconsultants, subcontractors or suppliers, 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 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 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 CERTIFIED BUSINESS ENTERPRISE (CBE)

The CBE Program, which is implemented under the Broward County Business Opportunity Act of 2012 (Broward County Ordinance No. 2012-33 as may be amended from time to time), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. In completing this Project, CONSULTANT agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Agreement. 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 CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONSULTANT and shall include a deadline for CONSULTANT to notify COUNTY if CONSULTANT concludes that the modification exceeds the authority of this Section of this Agreement. Failure of CONSULTANT to timely notify COUNTY of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by CONSULTANT.

The COUNTY 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 more, for opportunities to include or increase the participation of CBE firms already involved in this Agreement. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.

- 9.3 The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. CONSULTANT understands that each CBE firm utilized on the Project to meet the participation goal must be certified by 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 CBE participation goal by utilizing the CBE firms for the work and the percentage of work amounts described in Article 9.4:

CONSULTANT has committed to _____ percent (____%) CBE participation.

CONSULTANT may not terminate for convenience a CBE firm 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 CBE firm is not able

~~to perform or if CONSULTANT believes the CBE 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 CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including for cause, CONSULTANT shall, with notice to and concurrence of the Broward County Office of Economic and Small Business Development Division, substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from COUNTY changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.~~

- ~~9.4 In performing services for this Project, the Parties hereby incorporate CONSULTANT's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on Exhibit "C-1", Letter(s) of Intent, into this Agreement. Upon execution of this Agreement by COUNTY, CONSULTANT shall enter into a formal contract with the CBE firms CONSULTANT selected to fulfill the CBE participation goal for this Agreement and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward County Office of Economic and Small Business Development.~~
- ~~9.5 CONSULTANT shall allow COUNTY to engage in on-site reviews to monitor CONSULTANT's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the 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 CBE participation goal and the status of any CBE firm performing any portion of this Agreement.~~
- ~~9.6 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 CBE requirements. In that regard, CONSULTANT shall report monthly regarding compliance with its CBE obligations in accordance with Article 5 of this Agreement.~~
- ~~9.7 In the event of CONSULTANT's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of CONSULTANT:~~
- ~~9.7.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with CONSULTANT.~~

~~9.7.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non compliance with the Act by CONSULTANT, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between CONSULTANT and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceeding.~~

~~9.7.3 Nothing under this Article 9.7 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.~~

~~9.8 Nonpayment of a CBE subcontractor, subconsultant or supplier as required by 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 subcontractor, subconsultant or supplier. CONSULTANT agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Article 9.8 shall not be employed when CONSULTANT demonstrates that failure to pay results from a bona fide dispute with its CBE subcontractor, subconsultant or supplier.~~

~~9.9 If CONSULTANT fails to comply with the requirements of this Agreement, or the requirements of the Broward County Business Opportunity Act of 2012, COUNTY shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Agreement, or under applicable law, with all such rights and remedies being cumulative.~~

9.2 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Project Funding: This Project will be funded in part by one or more grants from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and this Project must comply with the FAA and United States Department of Transportation (USDOT) Rule 49 CFR Part 26 pertaining to compliance with DBE requirements.

Projects receiving such funding must comply with USDOT Code of Federal Regulations 49 CFR Part 26, the implementing rules of the above-noted agency, and with Broward County's Disadvantaged Business Enterprise Program and the Broward County Business Opportunity Act of 2012, Ordinance 2012-33, as may be amended from time to time.

CONSULTANT agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT

shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this CONSULTANT or such other remedy as COUNTY may deem appropriate.

Since this Project is funded at least in part using FAA funds, it is the policy of COUNTY to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, can compete fairly for opportunities to participate as subconsultants and suppliers on all contracts awarded by the COUNTY to ensure a level playing field.

Broward County fully supports the federal government's Disadvantaged Business Enterprises Program.

The CONSULTANT has committed to Twenty-Six percent (26%) DBE Participation.

- 1.1.1 Prior approval of OESBD must be obtained to add or change a DBE subconsultant.
- 1.1.2 COUNTY shall review each proposed modification to this Agreement that, by itself or aggregated with previous modifications, increases the total contract price by ten percent (10%) or more of the initial total contract price or Fifty Thousand Dollars (\$50,000.00), whichever is less, for opportunities to include or increase participation of DBE already involved in the Contract. The CONSULTANT shall demonstrate that it makes good faith efforts to include DBE participation in work resulting from any such modification, and shall report such efforts to the OESBD.
- 1.1.3 On-site reviews to monitor the CONSULTANT's progress in achieving and maintaining contractual DBE obligations will be carried out by the Contract Administrator in conjunction with the Broward County Office of Economic and Small Business Development ("OESBD").
- 1.1.4 Nothing herein shall be construed to require the CONSULTANT to award a subcontract to a DBE if the DBE did not submit the lowest responsive bid.
- 1.1.5 Contract Assurances. The following clauses pertaining to compliance with 49 CFR Part 26 are incorporated into and are a part of this Agreement, upon its award by the COUNTY, and are to be incorporated into the terms of the CONSULTANT's solicitations, subcontracts, material supply contracts and purchase orders. In the event the following clauses conflict

with any other terms or provisions of this Agreement, or any of the terms of the CONSULTANT's solicitations, subcontracts, material supply contracts and purchase orders, the clauses set forth in this Section shall control.

- 1.1.5.1 Compliance monitoring will be conducted to determine if the CONSULTANT and its subconsultants are complying with the requirements of the DBE Program. Failure of the CONSULTANT 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 and the County's Business Opportunity Act of 2012, Ordinance 2012-33 DBE Program, as may be amended from time to time. Contract compliance will encompass monitoring for contract dollar achievement and DBE utilization. The OESBD shall have the authority to audit and monitor all contracts and contract related documents pertaining to Broward County projects.
- 1.1.5.2 The CONSULTANT shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE subconsultants.
- 1.1.5.3 The CONSULTANT agrees to submit a Monthly DBE Utilization Report, Exhibit "C-3," to the Contract Administrator with a copy to the OESBD, on DBE participation, which shall contain a record of payments made to its DBE subconsultants.
- 1.1.5.4 The CONSULTANT agrees to submit a Final DBE Utilization Report, Exhibit "C-4," containing the total amount paid to its DBE subconsultants. This report must be submitted with the CONSULTANT's request for final payment and release of retainage.
- 1.1.5.5 Nondiscrimination – The CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 1.1.5.6 Prompt Payment – The CONSULTANT hereby agrees to pay its DBE subconsultants, subcontractors and suppliers within thirty (30) calendar days following receipt of payment from the COUNTY for work satisfactorily completed by the subconsultants.

Further, if CONSULTANT has withheld retainage from its DBE subconsultants, subcontractors and suppliers, it shall release and pay such retainage within thirty (30) calendar days of the date the work was satisfactorily completed if COUNTY did not withhold retainage from CONSULTANT or within thirty (30) calendar days after receipt of payment of the retained amounts from COUNTY. A finding of nonpayment to subconsultants and suppliers is a material breach of this contract.

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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 COUNTY 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.

The Consultant shall provide County with "as built" plans and specifications for the Project, including one set of reproducible, stamped "record as built" and one set of machine readable disks containing electronic data in an AUTOCAD format, that meets the Aviation Department's graphic standards, of the "as-constructed" or "record" plans for such improvements. Consultant shall provide periodic updates as required by Exhibit A.

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

10.2 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 may also be terminated for convenience by COUNTY. Termination for convenience by COUNTY 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. 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 COUNTY:

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 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 or safety 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 Article 10.1.

10.3 PUBLIC RECORDS, AUDIT RIGHTS, AND RETENTION OF RECORDS

10.3.1 COUNTY is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, CONSULTANT and all its subconsultants and subcontractors shall comply with Florida's Public Records Law. To the extent CONSULTANT is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CONSULTANT and its subconsultants and subcontractors shall:

10.3.1.1 Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service;

10.3.1.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

10.3.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

10.3.1.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 10.2.

10.3.2 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.

10.3.3 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, 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. 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.

10.3.4 CONSULTANT shall, by written contract, require its subconsultants and subcontractors to agree to the requirements and obligations of Article 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".

10.5.2 CONSULTANT shall bind in writing each and every approved subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 8 on CONSULTANT's subconsultants.

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 Article 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 representatives to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

10.8.2 CONSULTANT shall inform the 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:

Marc Gambrill, P.E., CIP Director, Contract Administrator
2200 SW 45 Street
Dania Beach, FL 33312

FOR CONSULTANT:

Richard A. Waters, P.E., Vice-President
T.Y. Lin International, Inc.
201 Alhambra Circle, Suite 900
Coral Gables, FL 33134

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE

CONSULTANT's signature on this Agreement shall act as the execution of a truth-in-negotiation certificate stating that wage rates, unit costs, and any other representations 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, unit costs, and any other representations. All such contract adjustments shall be made within one (1) year following the end of this Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work, whichever is later.

10.13 INTERPRETATION

This Agreement and its preparation has been a joint effort of both parties to express their mutual intent. No rule of strict construction shall be applied against either party hereto, nor shall the Agreement, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. 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 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, the terms are interchangeable and 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 Section 1-88 of the Broward County Code of Ordinances, as amended, established a Public Art and Design Program ("Public Art Program"). The purpose of Public Art Program 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 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 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 Article 9.7, neither CONSULTANT nor COUNTY intend 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 subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, 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 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.

10.25 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.**

10.26 INCORPORATION BY REFERENCE

The attached Exhibits "A", "B", "B-1", "C", "C-1", "C-2", "C-3", "C-4", "D", "E", "F" and "G", and Attachments I, II, and III are incorporated into and made a part of this Agreement.

10.27 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 the COUNTY 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, 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.

10.28 INTEREST

10.28.1 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.

10.28.2 Rate of Interest. In any instance where the prohibition or limitations of Article 10.28.1 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).

10.29 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.

10.30 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.

10.31 DOMESTIC PARTNERSHIP REQUIREMENT

~~CONSULTANT certifies and represents that it will comply with COUNTY's Domestic Partnership Act (Section 16½ 157 of the Broward County Code of Ordinances, as amended) during the entire term of the Agreement. The failure of CONSULTANT to comply shall be a material breach of the Agreement, entitling COUNTY to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due CONSULTANT until CONSULTANT complies; (2) termination of the Agreement; and (3) suspension or debarment of CONSULTANT from doing business with COUNTY.~~

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CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: Broward County, Florida 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 authorized representative, duly authorized to execute same.

<p>COUNTY ADMINISTRATOR ATTEST: County Administrator and Ex-Officio Clerk of the Board of County Commissioners</p> <p>_____ Date</p> <p><u>Bertha Henry</u> Print Name</p>	<p>COUNTY MAYOR or VICE-MAYOR:</p> <p>_____ Date</p> <p>Mayor or Vice-Mayor</p> <p><input type="checkbox"/> Barbara Sharief <input type="checkbox"/> Tim Ryan Print Name</p>
<p>COUNTY RISK MANAGER:</p> <p>Approved as to surety company qualifications, insurance requirements and insurance documentation.</p> <p><u>4.8.14</u> _____ Date</p> <p><u>Tracy Meyer, Esq.</u> Print Name</p>	<p>COUNTY ATTORNEY: Approved as to form by Joni Armstrong Coffey Broward County Attorney Aviation Office 2200 SW 45th Street, Suite 101 Dania Beach, Florida 33312 Telephone: (954) 359-8100 Telecopier: (954) 359-1292</p> <p><u>4/4/14</u> _____ Date</p> <p><u>Alexander J. Williams, Jr., Esq.</u> Print Name</p> <p><u>4/4/14</u> _____ Date</p> <p><u>Michael J. Kerr</u> Print Name</p>
<p>CORPORATE SECRETARY ATTEST: (Affix Corporate Seal or 2 Witnesses below)</p> <p><u>Deborah A. Storme 04.07.14</u> Witness _____ Date</p> <p><u>DEBORAH A. STORME</u> Print Name</p> <p><u>Virginia M. Schueler 4/7/14</u> Witness _____ Date</p> <p><u>Virginia M. Schueler</u> Print Name</p>	<p>CONSULTANT:</p> <p><u>T.X. LIN INTERNATIONAL</u> Name of Consultant</p> <p><u>RICHARD WATERS, VICE PRES.</u> Signature</p> <p><u>7</u> Day of <u>APRIL</u>, 20<u>14</u> Print Name and Title of Signer</p>

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EXHIBIT A SCOPE OF SERVICES/PHASES/TASKS

I. PROJECT DESCRIPTION

The Scope of Services to be provided by the CONSULTANT for this project consists of professional engineering design, analysis, assessment and construction administration for the for projects at North Perry Airport that are FAA eligible, including but not limited to the following:

- A. Rehabilitation of South Apron
- B. Rehabilitation of Runway 10R-28L
- C. Rehabilitation of Taxiway B
- D. Rehabilitation of either Taxiway L or M
- E. Conduct Assessment of electrical capacity at HWO to determine the need for the installation of a back-up generator for the FAA Tower
- F. Evaluation of existing Automated Weather Observation System and determination of whether a refurbishment or replacement is needed.

II. DESIGN PHASE DESCRIPTION

The General Scope of Services listed above will be provided in a series of phases for each Project. The only exception will be (A) Rehabilitation of the South Apron. The Project Phases are listed below and further described in the following paragraphs:

- Phase I: Program Development/Verification
- Phase II: 90% Contract Document Phase
- Phase III: Final Bid Document Phase (100% Contract Documents)
- Phase IV: Construction Administration Services and Project Completion and Closeout

Phase I - Program Development/Verification

This phase encompasses the professional services required to develop an overall project approach and preliminary construction costs estimates. During this phase the CONSULTANT will conduct field observations, survey site conditions, review existing reports and record drawings prepared by others for the proposed work areas, and evaluate current and future flight schedules and gate utilization reports. In addition, the CONSULTANT will schedule and lead meetings with airport and other stakeholders. The deliverable for this phase of the work will be a Program Development Report that will outline the findings of the program verification effort and present recommendations related to proposed project.

Phase II – 90% Contract Documents Phase

This phase includes all work required to furnish the COUNTY with a set of 90% complete Contract Documents, including contract and technical specifications, reports, and cost estimates based on feedback obtained on the Program Verification Report. The 90% Contract Documents will be sufficiently complete from a technical standpoint, to be signed and sealed and submitted for permit review by the applicable regulatory agencies.

Phase III - Final Bid Documents Phase (100%)

Comments received from the COUNTY, applicable authorities, and any remaining comments as a result of the CONSULTANT's quality control review are accounted for and addressed during the preparation of Final Bid Documents Phase. The construction plans, specifications, budget and schedule will be updated and finalized based on the feedback from the County and the stakeholders during the 90% Contract Document Phase review.

In addition to the plans, technical specifications and final cost estimate, the CONSULTANT will coordinate with the COUNTY to prepare the front-end contract documents, which contain standard contract language, bid tabulations, any required unit price schedules, description of the projects, and any assigned liquidated damages necessary for the COUNTY to enter into an agreement with potential contractor(s). As part of the Final Bid Documents Phase the CONSULTANT will provide technical support to the COUNTY related to the procurement process, including chairing attendance at pre-bid meetings, preparation of any required Addenda, review and analysis of Contractor's bids and supporting documentation, coordination with FAA for their concurrence and preparation of a final award recommendation memorandum based on an evaluation of the bids received for construction, input from FAA and all supporting documentation.

Phase IV – Construction Administration Services and Project Close-out

The CONSULTANT will provide construction administration for the COUNTY during the construction phase of the project. The CONSULTANT will provide overall coordination among the Contractors, the COUNTY, the airlines, Operations, concessionaires, and any other airport users affected by the program. CONSULTANTS will provide coordination with the FAA in regarding any changes in the work, and NOTAMS or any other requirements with the Tower Personnel as needed during the duration of the construction phase of the project. The CONSULTANT will assist the COUNTY with the preparation and issuance of change orders, recommend construction specification waivers, and advise the COUNTY as to the Contractor's performance. The CONSULTANT will review contractor's daily progress reports, monthly construction progress reports, wage survey records, provide timely response to all RFIs and review contractors certified payroll documents and forward all information to the County as required. The CONSULTANT will distribute copies of the monthly construction progress

reports to the COUNTY and such other entities as the COUNTY may request. During the construction phase of the project other services will include as part of the Construction Administration work effort are as follows:

- a. Preconstruction Conference - The CONSULTANT will represent the COUNTY at the preconstruction conference and establish the time, date, and location of the preconstruction conference. The CONSULTANT will notify the interested parties of the preconstruction conference and will invite their representatives to attend. The CONSULTANT will conduct the preconstruction conference in accordance with FAA AC 150/5300-9 *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects* to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.
- b. Shop Drawing Review - The CONSULTANT will review the shop drawings and materials submittals that are furnished by the Contractor as required by the Contract Documents. The CONSULTANT will fully approve, conditionally approve, or reject the shop drawings and materials. The CONSULTANT will return conditionally approved and rejected shop drawings and materials submittals to the Contractor(s) for changes or revisions prior to the use of the materials on the project. The CONSULTANT will review only one resubmission of a conditionally approved or rejected shop drawing or submittal. The CONSULTANT will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONSULTANT will distribute copies of the submittals and the updated submittal register to the COUNTY and the Contractor(s).
- c. Requests For Information (RFIs) - The CONSULTANT will review all RFIs that are furnished by the Contractor and provide adequate information in a timely basis to resolve issues as required by the Contract Documents. The CONSULTANT will prepare and maintain an RFI log or register, identifying each RFI, when it was received, specification section, response date, what action was taken and or required by the Contractor(s). The CONSULTANT will distribute copies of the RFI log to the COUNTY and the Contractor(s) at each weekly coordination meeting.
- d. Weekly Coordination Meetings - The Consultant will chair the weekly coordination meetings with the County, the Contractor(s) and any other stakeholders and provide minutes of those meetings to all parties. Minutes shall include a review of previous minutes, safety issues on site, issues brought forward from previous meetings, Contractor(s) progress, quality issues, review of pay requests and or any other issues that surface during the construction process.

- e. Project Close Out Report - The CONSULTANT will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to close out the project. The CONSULTANT will include in the project close out reports all general, fiscal, miscellaneous engineering and construction information, and required submissions and certifications.

Project Specific Phase for (A) Rehabilitation of South Apron

The design for the Rehabilitation of the South Apron will be done in one phase that is Phase III as written above.

During the Final Bid Document Phase, the CONSULTANT will prepare plans, technical specifications and a final cost estimate for the following items:

1. Removal of old, non-functional aircraft tie-downs.
2. Installation of new aircraft tie-downs.
3. Installation of new vehicular parking lot type apron lights.
4. Rehabilitation of the apron (slurry seal, mill and overlay or some combination thereof).
5. Related electrical work as needed
6. Sodding and pavement markings with the project limits.

The CONSULTANT will schedule a project kick-off meeting to review the scope work with the COUNTY, as well as a scope confirmation meeting prior to finalizing the Bid Documents. The CONSULTANT will coordinate with the COUNTY to prepare the front-end contract documents, which contain standard contract language, bid tabulations, any required unit price schedules, description of the projects, and any assigned liquidated damages necessary for the COUNTY to enter into an agreement with potential contractor(s). Final plans will be delivered to the COUNTY in a pre-determined format. As part of the Final Bid Documents Phase the CONSULTANT will provide technical support to the COUNTY related to the procurement process, including chairing attendance at pre-bid meetings, preparation of any required Addenda, review and analysis of Contractor's bids and supporting documentation, coordination with FAA for their concurrence and preparation of a final award recommendation memorandum based on an evaluation of the bids received for construction, input from FAA and all supporting documentation.

III. CONSTRUCTION OBSERVATION (INSPECTION)

If authorized by the County, the CONSULTANT will provide on site staff for purposes of general observation of the Contractor's work. The on site staff may be full or part time on the construction site, base on the scope and fee determined as part of the Work Authorization, to monitor and document the progress and quality of the construction work, and will issue Notices of Non-Compliance when work does not meet

specifications or the intent of the plans. Construction observation staff will review Contractor's payment requests, coordinate with the County's quality control testing firm, and inform the County regarding project progress and issue resolution. Upon completion of the work, the construction observation staff will coordinate the final project inspection, and issuance of a certificate completion by the Engineer of Record.

IV. FORMAT AND QUANTITY OF DELIVERABLES

All drawings will be developed using AutoCAD software (most current release). Electronic reports shall be prepared using Microsoft Office Suite (most current release). In addition to the standard format of the electronic deliverables, drawings and reports will be converted to Adobe Acrobat PDF format to facilitate reproduction.

Seven (7) sets of deliverables will be submitted for the Program Verification Report. The Bid Document submittal will consist of ten (10) printed sets and one (1) electronic copy. In addition, three (3) sets of signed & sealed drawings will be submitted to the Broward County Building Department for each Package for plan review (if necessary). The CONSULTANT will make revisions to the drawings as reasonably required to obtain Building Department approval. These requirements may be waived or adjusted with prior consent of the Aviation Department's designated Contract Administrator.

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EXHIBIT "B"
SALARY COSTS

Project No: R1142806P1

Project Title: Engineering Services for Various Projects at North
Perry Airport (HWO)

Consultant Name: Nova Consulting, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.87	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$87.11		2.87		\$250.00
Associate	\$78.82		2.87		\$226.21
Project Manager	\$60.28		2.87		\$173.00
Senior Engineer	\$55.64		2.87		\$159.69
Engineer III	\$46.36		2.87		\$133.05
Engineer II	\$37.09		2.87		\$106.45
Engineer I	\$28.98		2.87		\$83.17
Senior Scientist	\$46.36		2.87		\$133.05
Scientist III	\$41.73		2.87		\$119.77
Scientist II	\$34.78		2.87		\$99.82
Scientist I	\$28.98		2.87		\$83.17
Technician III	\$34.78		2.87		\$99.82
Technician II	\$28.98		2.87		\$83.17
Technician I	\$23.19		2.87		\$66.56
Designer	\$40.56		2.87		\$116.41
CAD Operator	\$34.78		2.87		\$99.82
Administrative Assistant	\$28.98		2.87		\$83.17
IT Specialist	\$45.00		2.87		\$129.15

Multiplier of 2.87 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (129)%

FRINGE = HOURLY RATE X FRINGE (32) %

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +
PROFIT) / HOURLY RATE

2.87

EXHIBIT "B-1"
KEY STAFF

	POSITION	NAME
1	Principal-In-Charge	Richard A. Waters, P.E.
2	Project Manager	Richard P. Raymond
3	Pavement Engineer	Russell Tripp, P.E.
4	Civil Engineer	Adolfo Canal, P.E.
5	Electrical Engineer	Brent Molendyk, P.E.

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EXHIBIT "C"
SCHEDULE OF SUBCONSULTANTS

Project No: RFP # R1142806P1
Project Title: Engineering Services for Various Projects at North Perry Airport (HWO)
Facility Name: North Perry Airport (HWO)


No.	Firm Name	Discipline
1.	Nifah and Partners Consulting Engineers, Inc.	Civil Engineering
2.	Nova Consulting, Inc.	Civil Engineering
3.	Craven Thompson & Associates, Inc.	Surveying
4.	Advance Consulting Engineering Services, Inc.	Geotechnical Engineering

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EXHIBIT "C-1" **LETTERS OF INTENT**

Solicitation No. R1142806P1

Addendum No. 5



BROWARD COUNTY
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER**
(Form to be completed and signed for each CBE firm)

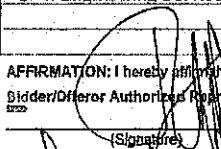
Solicitation Number: R1142806P1	Project Title: Engineering Services for Various Projects at North Perry Airport
-------------------------------------------	-------------------------------------------------------------------------------------------

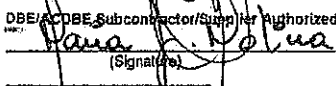
Bidder/Offeror Name: T.Y. Lin International
Address: 1501 NW 49 Street, Suite 203 **City:** Fort Lauderdale **State:** FL **Zip:** 33309
Authorized Representative: Richard A. Waters, PE, Vice President **Phone:** 305.567.1888 Ext. 4064
DBE/ACDBE Subcontractor/Supplier Name: Nova Consulting, Inc.
Check one: ☒ **Address:** 3323 West Commercial Boulevard, Suite 250
DBE ☒ **City:** Ft. Lauderdale **State:** FL **Zip:** 33309 **Phone:** 305.436.9200
ACDBE ☐ **Authorized Representative:** Maria Molina, P.E.

A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 29 as applicable.
 B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
 C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
 D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS ¹	DBE/ACDBE Contract Amount ¹	DBE/ACDBE Percentage of Total Project Value
Civil Engineering Services	541330	N/A	12%

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

Bidder/Offeror Authorized Representative
 (Signature)  **Richard A. Waters, PE, Vice President** **Aug. 19, 2013**
 (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative
 (Signature)  **Maria J. Molina, PE, President** **Aug. 19, 2013**
 (Title) (Date)

¹ Visit <http://www.census.gov/ipeds/www/naics> to search. Match type of work with NAICS code as closely as possible.
¹ To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid offer.

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

DBE/ACDBE Letter of Intent July 2012

Addendum Form 3 (rev 08/2012)


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Page 4 of 5

EXHIBIT "C-1" (LOI - Continued)

Solicitation No. R1142806P1

Addendum No. 6



BROWARD COUNTY
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE firm)

Solicitation Number: R1142806P1	Project Title: Engineering Services for Various Projects at North Perry Airport
------------------------------------	------------------------------------------------------------------------------------

Bidder/Offeror Name: T.Y. Lin International
Address: 1501 NW 49 Street, Suite 203 **City:** Fort Lauderdale **State:** FL **Zip:** 33309
Authorized Representative: Richard A. Waters, PE, Vice President **Phone:** 305.567.1888 Ext 4064
DBE/ACDBE Subcontractor/Supplier Name: Nifah and Partners Consulting Engineers
Check one: ☒ **Address:** 8785 SW 165 Avenue, Suite 108
DBE ☒ **City:** Miami **State:** FL **Zip:** 33193 **Phone:** 305.386.1002
ACDBE ☐ **Authorized Representative:** Samuel Nifah, PE, President

A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount [†]	DBE/ACDBE Percentage of Total Project Value
Engineering Services	541330	N/A	12%
(Grading and Drainage/Pavement Markings)			

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

Bidder/Offeror Authorized Representative
Richard A. Waters, PE, Vice President **Sept. 12, 2013**
 (Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative
Samuel N. Nifah, PE, President **Sept. 12, 2013**
 (Signature) (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
[†] To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

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

DBE/ACDBE Letter of Intent July 2012

Addendum Form 3 (rev 08/2012)


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Page 4 of 5

EXHIBIT "C-1" (LOI - Continued)

Solicitation No. R1142806P1

Addendum No. 5



BROWARD COUNTY
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE firm)

Solicitation Number: R1142806P1	Project Title: Engineering Services for Various Projects at North Perry Airport
------------------------------------	------------------------------------------------------------------------------------

Bidder/Offeror Name: T.Y. Lin International
 Address: 1501 NW 49 Street, Suite 203 City: Fort Lauderdale State: FL Zip: 33309
 Authorized Representative: Richard A. Waters, PE, Vice President Phone: 305.567.1888 Ext 4064
 DBE/ACDBE Subcontractor/Supplier Name: Advance Consulting Engineering Services, Inc.
 Check one: Address: 7800 West Oakland Park Boulevard
 DBE ☒ City: Sunrise State: FL Zip: 33351 Phone: 954.746.6868
 ACDBE ☐ Authorized Representative: Juan G. Soto, PE

A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
 B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
 C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
 D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Geotechnical Services	541380	N/A	2%

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

Bidder/Offeror Authorized Representative
Richard A. Waters, PE, Vice President Aug. 19, 2013
 (Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative
Juan G. Soto, PE / President Aug. 15, 2013
 (Signature) (Title) (Date)

* Visit <http://www.census.gov/epp/www/naics/> to search. Match type of work with NAICS code as closely as possible.
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

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

DBE/ACDBE Letter of Intent July 2012

Addendum Form 3 (rev 08/2012)

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

Contract No. _____
Project Title _____

The undersigned CONSULTANT hereby swears under penalty of perjury that:

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

<u>Subconsultant/Supplier name and address</u>	<u>Date of disputed invoice</u>	<u>Amount in dispute</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____, 20__ _____
Consultant

By _____ By _____
(Signature) (Name and Title)

STATE OF _____

COUNTY OF _____

Acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

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

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires:

(Serial number, if any)

EXHIBIT "D"
REIMBURSABLES

Reimbursable Expense Budget

\$25,000.00

Reimbursable items include the following:

- a. Printing (Black & White and Color)
- b. CADD Plotting
- c. Office Supplies Postage /
Freight
- d. Courier Services
- e. Out-of-Town Travel (Air Fare, Parking, Car Rental, Fuel, Mileage, Hotel, Meals)
- f. Telephone
- g. Miscellaneous (Film, Photography, Security Badge Fees, Batteries)
- h. Site Survey
- i. Material Testing
- j. Geotechnical Investigation
- k. Ground Penetrating Radar

COUNTY *will* pay for all permit fees.

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

EXHIBIT "E"

Work Authorization No. _____ RLI/RFP No. _____

Consultant:
Project No.:
Project Title:
RLI/RFP Title:
Facility Name:

This Work Authorization (WA) is issued pursuant to the Agreement between Broward County and _____, for Consultant Services in Broward County, which was approved by the Board of County Commissioners on _____. Except as provided for herein, nothing contained in this Work Authorization shall alter, modify or change in any way the terms and conditions of the Agreement with the County. This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Payment for such services shall be in accordance with the Agreement.

The time period for this Work Authorization shall consist of _____ () calendar days. This Work Authorization shall not extend beyond the Agreement term without the approval of the Board of County Commissioners, unless expressly provided for in the Agreement. [INSERT IF APPLICABLE - In accordance with Article 4.1 of the Agreement, this Work Authorization shall not expire until the expiration of all warranty periods provided for in the construction contract(s) for the Project, unless it is terminated earlier as provided under applicable provisions of this Agreement.]

In consideration of the County's issuance of, payment under this Work Authorization and the grant of _____ days for completion of the Work, Consultant waives and releases any and all claims associated with the performance of the Work described in this Work Authorization. This Work Authorization constitutes full accord and satisfaction of all claims for time and compensation associated with the Work authorized by this Work Authorization for events actions occurring prior to execution of this Work Authorization.

Budget

Requisition Number

Aviation Department Division

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

<u>Description</u>	<u>Lump Sum</u>	<u>Maximum Amount Not-to-Exceed</u>	<u>Total</u>
Professional Services			
Reimbursable			
<u>Total</u>			

County

Broward County

Recommended by:

Project Manager

Date

Contract Administrator

Date

Consultant

Attest:

By:

Secretary

Date

☐ President ☐ Vice President
Date

Corporate Seal

EXHIBIT "F"
Services and Budget per Project
Including both labor and expenses

Broward County is seeking a CONSULTANT to provide professional architectural/engineering, construction administration and inspection services for Various projects at North Perry Airport. These projects may be eligible for FAA Funding. They Include but are not limited to the following projects:

- A. Rehabilitation of South Apron
- B. Rehabilitation of Runway 10R-28L
- C. Rehabilitation of Taxiway B
- D. Rehabilitation of either Taxiway L or M
- E. Conduct Assessment of electrical capacity at HWO to determine the need for the installation of a back-up generator for the FAA Tower
- F. Evaluation of existing Automated Weather Observation System and determination of whether a refurbishment or replacement is needed.

**The Budget for the design of these projects is estimated at \$700,000.
FAA will be supporting these projects through various Grants
throughout the life of the Agreement.**

Project	Description of Services	Design Budget Amount
A	<p><u>Rehabilitation of South Apron:</u> The scope of services is as follows: <u>Modifications to the aircraft parking plan, removal of old, non-functional aircraft tie-downs, installation of new aircraft tie-downs, installation of new high-mast apron lights, rehabilitation of the Apron (slurry seal, mill and overlay or some combination thereof), related electrical work as needed, sodding and pavement markings.</u></p> <p><u>Specific Tasks include:</u></p> <ol style="list-style-type: none"> <u>1. Topographic surveying in order to establish existing geometric conditions, elevations and surface features of the taxiway and ramp, and to establish horizontal and vertical control for construction purposes.</u> <u>2. Inspection and evaluation of existing pavement condition, excluding geotechnical investigation.</u> <u>3. Preparation of Contract Documents for procurement and construction of the apron rehabilitation.</u> <u>4. Bid phase services including; chairing the pre-bid meetings, responding to questions from bidders during procurement phase, preparation of addenda as required, review and evaluation of bids, and preparation of a bid award recommendation.</u> <p><u>Construction Administration & Inspection Services will be negotiated separately after the completion of the design phase.</u></p>	\$166,667.00

EXHIBIT "F" (continued)

Project	Description of Services	Budget
B	<p><u>Rehabilitation of Runway 10R-28L</u> Review existing runway pavement conditions. Design extension of Runway ends and parallel Taxiway will be performed in accordance with applicable FAA Advisory Circulars.</p> <p>Specific Tasks include:</p> <ol style="list-style-type: none"> 1. <u>Topographic surveying in order to establish existing geometric conditions, elevations and surface features of the runway and parallel taxiway, and to establish horizontal and vertical control for construction purposes.</u> 2. <u>Inspection and evaluation of existing pavement condition, including geotechnical investigation.</u> 3. <u>Preparation of Contract Documents for procurement and construction of the runway and taxiway ends and the rehabilitation of the runway pavements.</u> 4. <u>Bid phase services including: chairing the pre-bid meetings, responding to questions from bidders during procurement phase, preparation of addenda as required, review and evaluation of bids, and preparation of a bid award recommendation.</u> <p>Construction administration and inspection services will be negotiated after the completion of the design.</p>	TBD

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

Exhibit "F" (continued)

Project	Description of Services	Design Budget Amount
C/D	<p><u>Rehabilitation of Miscellaneous Taxiways such as "L", or "M" and "B":</u></p> <p>The scope of services is as follows:</p> <p>Review existing taxiway pavement condition and design optimum Rehabilitation for the taxiways.</p> <p><u>Specific Tasks include:</u></p> <ol style="list-style-type: none"> <u>1. Topographic surveying in order to establish existing geometric conditions, elevations and surface features of the taxiway, and to establish horizontal and vertical control for construction purposes.</u> <u>2. Inspection and evaluation of existing pavement condition, including geotechnical investigation.</u> <u>3. Preparation of Contract Documents for procurement and rehabilitation of the taxiways.</u> <u>4. Bid phase services including: chairing the pre-bid meetings, responding to questions from bidders during procurement phase, preparation of addenda as required, review and evaluation of bids, and preparation of a bid award recommendation.</u> <p><u>Construction Administration & Inspection Services will be negotiated Separately after the design phase.</u></p>	TBD

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

Exhibit "F" (continued)

Project	Description of Services	Design Budget Amount
E/F	<p><u>Conduct Assessment of Electrical capacity at HWO</u> <u>Evaluate Existing Automated Weather Observation System (AWOS):</u></p> <p>The scope of services is as follows:</p> <p>Conduct assessment of electrical and other utility system as needed. Evaluate existing AWOS for refurbishment or replacement.</p> <p><u>Specific Tasks include:</u></p> <ol style="list-style-type: none"> 1. <u>Surveying of existing systems.</u> 2. <u>Inspection and evaluation of all existing components.</u> 3. <u>Preparation recommendations and provision for best option to the County</u> 4. <u>Complete design if needed.</u> 	TBD
	<u>Budget Agreement</u>	<u>\$700,000</u>

EXHIBIT "G"

INSURANCE CERTIFICATE

Insurance Requirements for Rehabilitation of Taxiways, Aprons and Runways, Electrical Capacity Assessment and Automated Weather Observation System Evaluation

The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm & identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Mgt.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY /	Bodily Injury		
<input checked="" type="checkbox"/> Commercial General Liability	Property Damage		
<input checked="" type="checkbox"/> Premises-Operations	Bodily Injury and Property Damage Combined	\$2000k	\$2000k
<input checked="" type="checkbox"/> Explosion & Collapse Hazard	Personal Injury		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal or amendment, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
<input checked="" type="checkbox"/> Underground Hazard			
<input checked="" type="checkbox"/> Products/Completed Operations Hazard			
<input checked="" type="checkbox"/> Contractual Insurance			
<input checked="" type="checkbox"/> Broad Form Property Damage			
<input checked="" type="checkbox"/> Independent Contractors			
<input checked="" type="checkbox"/> Personal Injury			
AUTO LIABILITY	Bodily Injury (each person)		
<input checked="" type="checkbox"/> Comprehensive Form	Bodily Injury (each accident)		
<input checked="" type="checkbox"/> Owned	Property Damage		
<input checked="" type="checkbox"/> Hired	Bodily Injury and Property Damage Combined	\$1000k non airside \$5000k airside	
<input checked="" type="checkbox"/> Non-owned			
<input checked="" type="checkbox"/> Any Auto			
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY - E&O	\$200K Max Ded	\$2000k	\$2000k
VENDOR RESPONSIBLE FOR DEDUCTIBLE			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$1000K MIN
<input type="checkbox"/> GARAGE LIABILITY	Max. Ded. \$	\$	\$
	VENDOR RESPONSIBLE FOR DEDUCTIBLE		
<input type="checkbox"/> If project greater than \$10k - installation floater required for replacement of materials, equipment and installation. All risk, agreed value.	Max Deductible	\$ 10K	
	Each Claim	VENDOR RESPONSIBLE FOR DEDUCTIBLE	
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.			

Description of Operations/Locations/Vehicles: Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show B.C. as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. **CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED.** Indicate bid number, RLI, RFP, and project manager.

NOTE* - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act

CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder

Broward County
2200 Southwest 45th Street, Suite 101
Danla Beach, FL 33312
RE: (G. Douge, BCAD)

Dawn Mehler

Digitally signed by Dawn Mehler
DN: cn=Dawn Mehler, o=Broward
County, ou=Aviation Department,
email=dmebler@broward.org, c=US
Date: 2013.05.16 09:30:57 -04'00'

Dawn Mehler
Aviation Division
Risk Insurance and Contracts Manager

ATTACHMENT "I"
NONDISCRIMINATION REQUIREMENTS

I. NONDISCRIMINATION - 49 CFR PART 21 REQUIREMENTS

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

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

such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

II. NONDISCRIMINATION - 14 CFR PART 152 REQUIREMENTS

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

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

The Contractor agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. The Contractor agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. The Contractor agrees to obtain a similar assurance from its

covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

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

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

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

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

III. NONDISCRIMINATION - GENERAL CIVIL RIGHTS PROVISIONS

The Contractor, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Contractor or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision

obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

IV. NONDISCRIMINATION - 49 CFR PART 26

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

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

ATTACHMENT II
PROVISIONS PERTAINING TO AIRPORT PROJECTS
ALL CONSULTANTS AGREEMENTS

1. **SECURITY**

Airport Security Program and Aviation Regulations.

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

- (a) **Access to Security Identification Display Areas and Identification Media.**
The consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the

immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- (b) Operation of Vehicles on the AOA: Before the consultant shall permit any employee of consultant or of any subconsultant to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant or of any subconsultant operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- (c) Consent to Search/Inspection: The consultant agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant further agrees on behalf of itself and its subconsultants, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant or by any subconsultant at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any subconsultant.
- (d) Consultant understands and agrees that if any of its employees, or the employees of any of its subconsultants, are required in the course of the

work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

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

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

ATTACHMENT III

ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

BROWARD COUNTY AVIATION DEPARTMENT (BCAD) ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS Last Revised 12/4/13

Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs.

Prior to development of scope of services for any work authorization or commencing work under any Contract, the Consultant must contact the contract administrator and/or designated project manager to verify they have a copy of the latest version of BCAD's Electronic Media Submittal Requirements. BCAD modifies these requirements as needed to make corrections and/or to keep up with latest industry trends, best practices, guidelines, standards and regulations, as well as, to improve its internal processes. Some requirements below may not apply, or additional requirements may be needed, based on the nature of the scope of services and associated deliverables. Any deviations from the requirements below must be approved by BCAD's contract administrator or the project manager designated to approve or deny such requests.

(A) General Requirements:

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

(B) CAD and GIS Formats:

- 1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2010 or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CAD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dxf) versions of all sheets/documents, formatted to fit BCAD standard cover sheet and title block, as detailed in Section (C) below. All GIS data shall be delivered in formats

compatible with ESRI ArcGIS version 9.3 or higher. Specific formats (e.g. shape file, layer files, geodatabase, and/or other file type/structure) shall be of BCAD's choosing to meet their internal needs as well as FAA requirements. All deliverables must include appropriate metadata conforming to BCAD and FAA standards. When requested, the Consultant will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant GIS and CAD data deliverables shall conform to the latest BCAD and FAA standards and/or guidelines, including but not limited to: FAA Advisory Circulars (AC) 5300/150-16, 17 and 18, and US National CAD Standards.

- 2) Target OS platform: Windows operating system.
- 3) Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files, blocks, attribute links, and other files external to the drawing itself) are compatible with the BCADs Target CAD and GIS systems (i.e., basic and advanced CAD and GIS software, platforms, database software/s, geodatabases, etc.), and adhere to the standards and requirements specified herein.
- 4) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of Consultant to ensure this level of compatibility.
- 5) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. Data shall be delivered in an ESRI geodatabase format of BCAD's choosing upon request.
- 6) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats. Consultant should work with BCAD to ensure linkages will conform/ match those already in place or generated to create such links.
- 7) All database tables: conform to the structure and field-naming guidance provided upon request by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (dbf, xml, ESRI geodatabase, other) as requested by BCAD. Formats may change, at BCADs request, depending on the particulars of the projects. Consultant shall inform BCAD of the most suitable format for a given project and explain, in writing, the

benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's written explanation.

- 8) All CAD and GIS files shall meet FAA/ NGS spatial accuracy requirements and be georeferenced as follows:
 - a. North American Datum (NAD) 83, HARN, US Survey Feet
 - b. State Plane Coordinate System, Florida East Zone
 - c. North American Vertical Datum (NAVD) 88, US Survey Feet
- 9) All data collected shall meet or exceed data acquisition standards established in AC 5300/150-16, 17, and 18, if applicable.

(C) Standards:

- 1) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.
- 2) Coordinate with BCAD concerning the standard file naming protocol to be utilized. Consultant may be required to submit drawing files with several naming conventions to satisfy various submittal requirements.
- 3) Unless otherwise stated, all CAD files shall conform to US National CAD standards (BCADs adopted CAD standard) in addition to FAA standards for submission into the FAA AGIS system.
 - a) All building floor plans/elevations shall be drawn and provided in Architectural Units (unless otherwise requested by BCAD).
 - b) All other plans (site plans, airfield plans, ALPs, etc.) shall be submitted in Engineering Units (unless otherwise requested by BCAD).
- 4) Layering:
 - a) Conform to the guidelines defined by the US National CAD Standards, appropriate FAA Advisory Circulars and standards, and BCAD standards.
 - b) Provide an explanatory list of layers used for each drawing, including those which do not conform to the standards listed above. Submission of layers that do not conform to the standards listed above will require advance BCAD approval.
 - c) Raster: All raster files (aerial photography, TIN, DEM, etc.) shall be delivered in georeferenced SID and TIFF formats as defined by BCAD. If files must be tiled, a reference map will be provided depicting the location of each tile

image. All raster files shall be tiled if file size reaches a size in excess of what BCAD finds difficult to use.

5) Attribute Definitions:

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

6) Conformance:

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

(D) Non-CAD/GIS Graphic Format:

- 1) Provide digital photography files (unless required in an alternate format such as that needed for CAD/GIS) and other miscellaneous graphics in JPEG and TIFF formats. Photos shall be geotagged in accordance with BCAD standards, if applicable.

(E) Non-Graphic Format:

- 1) Provide word processing files in Microsoft Word 2007 compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
- 2) Provide spreadsheet files in Microsoft Excel 2007 for windows compatible file formats including all fonts, typefaces, bitmap and vector graphics and other information necessary for remote printing.
- 3) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure. Consultant may be required to ensure that database formats

conform and can be integrated with other BCAD legacy applications and systems.

(F) Delivery Media and Format:

- 1) Submit copies of all CADD/GIS/PDF data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.
- 2) Provide electronic digital data and files shall be provided on DVD/CD or via secure file transfer protocol (FTP) site.
- 3) The electronic digital media shall be in the format which can be read and processed by the BCAD's target CAD/GIS systems.
- 4) The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a) The Project Number, Project Title and date
 - b) The Facility Name
 - c) The format and version of operating system software
 - d) The name and version of utility software used for preparation (e.g., compression/ decompression) and copying files to the media
 - e) The sequence number of the digital media
 - f) A list of the filenames
 - g) All requirements to meet or exceed FAA and BCAD standards
- 5) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
 - a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
 - b) Make sure all reference files are attached without device or directory specifications.
 - c) Compress and reduce all design files using compatible file compression/ decompression software approved by BCAD. If the file compression/ decompression software is different from that specified above, then an electronic digital media copy of the file compression/ decompression software

shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.

- d) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic digital deliverables.
- e) Make sure that all support files, such as those listed above, are in the same directory and that references to those files do not include device or directory specifications.
- f) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.
- g) Document any fonts, tables, or other similar customized drawing element developed by Consultant or not provided among BCAD furnished materials. The contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(G) Drawing Development Documentation:

- 1) Provide the following information for each finished drawing:
 - a) How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.).
 - c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
 - d) Layer assignments and lock settings.
 - e) Text fonts, line styles\types used, and GIS layer file settings.
 - f) Any additional information per FAA ACs and BCAD standards.

(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 (label), along with the total number being delivered, and a list of the names and descriptions of the files on each one.
 - b) Brief instructions for transferring the files from the media.
 - c) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
 - d) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - (1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.
 - (2) List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.
 - (3) List of all new symbol blocks created for project, which was not provided to Consultant with the BCAD-furnished materials.
 - (4) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant with the BCAD-furnished materials, and any associated properties.
 - (5) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to FAA and BCAD standards.
 - (6) All metadata per BCAD, FAA, FDOT, or other entity standards.

(I) Ownership:

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

(J) BCAD-Furnished Materials to the Consultant:

- 1) BCAD and Consultant may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. To this end, Consultant shall make the following information available to the Contractor in electronic format:
 - a) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis. Consultant shall cooperate and facilitate the exchange of these electronic media documents.
 - b) Where electronic media submittals of final site surveys are required, Consultant will provide electronic copies of any existing site survey data already on electronic media.

- c) Where Electronic Project Record Documents are required, Consultant will provide the Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on DVD/CD ROM media.
- d) BCAD will supply Consultant with all necessary BCAD standard cover page and title block files and formats.

(K) Other Digital Information:

- 1) A variety of digital information may be generated by participants in the design process including BCAD, Consultant, sub consultants, Contractor, subcontractors; BCAD's commissioning authority, local jurisdictional authorities and other project team members.
- 2) Consultant shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

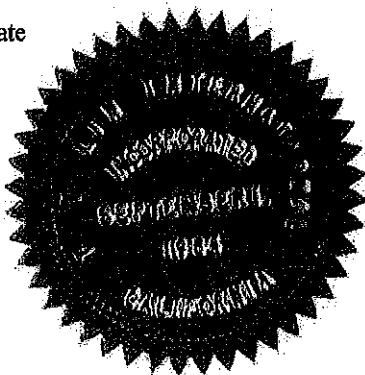
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CORPORATE AUTHORIZATION


Richard Waters, Vice President of T.Y. Lin International (the "Corporation"), a California corporation, is a duly elected and appointed officer of the Corporation and holds full corporate authority to enter into any contracts, bids or proposals and execute them on behalf of the Corporation.

In witness whereof, I have caused this instrument to be executed and the corporate seal to be hereunto affixed in the City of San Francisco, California, U.S.A. on the 3rd day of April 2014.

Corporate
Seal



T.Y. Lin International

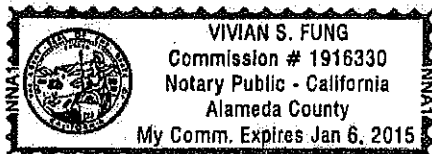
By: 
Veronica Fennie
Assistant Secretary

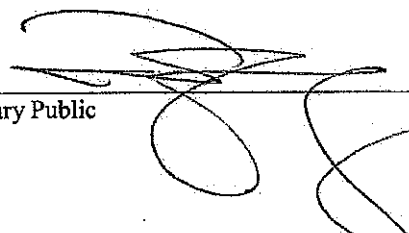
State of California)
)
County of San Francisco)

On April 3rd, 2014, before me, Vivian S. Fung, Notary Public, personally appeared Veronica Fennie who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Notary Public

TYLININTE1

DATE (MM/DD/YY)
4/01/2014

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

T. Y. Lin International
2 Harrison Street, 5th Floor
San Francisco, CA 94105

INSURER A: **Hartford Fire Ins. Co.**

INSURER B: National Union Fire Ins Co of P

INSURER C: **Hartford Underwriters Ins. Co.**INSURER D: **Aspen Specialty Ins. Co.**INSURER E: **Twin City Fire Ins. Co.**

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR X Contract'l Liab. X Cross Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOF1487	03/01/14	03/01/15	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UENPV4294	03/01/14	03/01/15	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BE011912740	03/01/14	03/01/15	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WEKO8793	03/01/14	03/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	OTHER Professional Liability	LRA9P0114	02/27/14	03/01/15	\$2,000,000 per Claim \$2,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS	
-------------------------------------------------------------------------------------------------	--

General Liability policy excludes claims arising out of the performance of professional services.

RE: North Perry Airport Project. It is agreed that Broward County, Board of County Commissioners is included as an Additional Insured as respects to General Liability. Schedule of underlying insurance to Umbrella (Excess Liability) policy is: Commercial General Liability, Commercial Automobile Liability and (See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

Broward County
RE: (G. Douge, BCAD)
2200 S.W. 45th Street, Suite 101
Ft. Lauderdale, FL 33312

[illegible]

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)1 of 2

#S932013/M893465

NMF © ACORD CORPORATION 1988

DESCRIPTIONS (Continued from Page 1)

Employer's Liability. The Excess Liability is follow form.

LIABILITY DEDUCTIBLES:

General Liability: \$10,000

Professional Liability: \$100,000 per claim

Excess Liability: \$10,000

Auto Liability: \$0

POLICY NUMBER: 57CESOF1487

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

Broward County

RE: (G. Douge, BCAD)

2200 S.W. 45th Street, Suite 101

Ft. Lauderdale, FL 33312

RE: North Perry Airport Project. NAME OF ADDITIONAL INSURED PERSON(S) OR
ORGANIZATION(S) CONT.: Broward County, Board of County Commissioners

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 57CESOF1487

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

**Location And Description Of Completed
Operations**

Broward County

RE: North Perry Airport Project. NAME OF ADDITIONAL INSURED PERSON(S) OR
ORGANIZATION(S) CONT.: Broward County, Board of County Commissioners

RE: (G. Douge, BCAD)

2200 S.W. 45th Street, Suite 101

Ft. Lauderdale, FL 33312

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Detail by Entity Name

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Foreign Profit Corporation**

T.Y. LIN INTERNATIONAL

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Changed: 01/10/2005

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Changed: 01/10/2005

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Name Changed: 07/19/2006

Address Changed: 07/19/2006

Officer/Director Detail**Name & Address**

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