

AGREEMENT
Between
BROWARD COUNTY
and
BEA ARCHITECTS, INC.
for
CONSULTANT SERVICES FOR
ENGINEERING AND DESIGN SERVICES SOUTHPORT PHASE IX
CONTAINER YARD (NSM)
FOR THE
SEAPORT ENGINEERING AND CONSTRUCTION DIVISION

IN BROWARD COUNTY, FLORIDA

RFP # R1171027P1

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A G R E E M E N T

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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

BEA ARCHITECTS, INC., hereinafter referred to as "CONSULTANT."

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **Agreement**: means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board**: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.3 **CONSULTANT**: The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.4 **Contract Administrator**: The Director of Seaport Engineering and Construction Division, Broward County Public Works Department, who is the representative of the County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Contractor**: The person, firm, corporation or other entity who enters into an Agreement with COUNTY to perform the construction work for the Project.
- 1.6 **County Administrator**: The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.7 **County Attorney**: The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.8 **County Business Enterprise or "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.
- 1.9 **Notice To Proceed**: A written authorization to proceed with the Project, phase, or task thereof, issued by the Contract Administrator.
- 1.10 **Project**: Engineering and Design Services Southport Phase IX-A and IX-B Container Yard (NSM).
- 1.11 **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.

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. This Project is funded with County 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 with CONSULTANT, and this Agreement incorporates the results of such negotiations.

ARTICLE 3
SCOPE OF SERVICES

- 3.1 CONSULTANT's services shall consist of the phases set forth in Exhibit "A," attached hereto and made a part hereof, 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.

- 3.3 Exhibit "A" is for the first portion of services related to the Project and that additional negotiations will be required for subsequent phases or for additional services except as otherwise provided herein. COUNTY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of Project. If COUNTY and CONSULTANT cannot contractually agree, COUNTY shall have the right to immediately terminate negotiations at no cost to COUNTY and procure services for future Project phases from another source.
- 3.4 CONSULTANT shall pay its subconsultants, subcontractors, and suppliers, within fifteen (15) days following receipt of payment from COUNTY for such subcontracted work or supplies. CONSULTANT agrees that if it withholds an amount as retainage from subconsultants, subcontractors, or suppliers that it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from COUNTY.

ARTICLE 4
TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;
LIQUIDATED DAMAGES

- 4.1 CONSULTANT shall perform the services described in Exhibit "A" 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.
- 4.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive a Notice to Proceed from the Contract Administrator prior to beginning the performance of services in any subsequent phases of this Agreement. 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 and 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 the Contract Administrator promptly in writing whenever a delay in approval by a

governmental agency is anticipated or experienced, and to inform the Contract Administrator 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 CONSULTANT, then CONSULTANT shall pay to COUNTY its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the Agreement between the Contractor and COUNTY are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF COUNTY.
- 4.6 In the event CONSULTANT fails to complete the phases of services identified in 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
Phase I - Schematic Design	\$ 0.00
Phase II - Design Development	\$ 0.00
Phase III – Construction Documents Development at 90% completion	\$ 500.00
Phase IV – Bidding and Award of Contract	\$ 0.00
Phase V – Administration of the Construction Contract	\$ 250.00
Phase VI – Warranty Administration and Post-Occupancy Services	\$ 0.00

These amounts are not penalties but are liquidated damages to COUNTY for CONSULTANT's inability to proceed with, and complete, the phases of the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both

parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the respective phases within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF COUNTY.

- 4.7 In the event services are scheduled to end due to the expiration of this Agreement, the CONSULTANT agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. The CONSULTANT shall be compensated for the service at the rate in effect when the extension is invoked by the COUNTY upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify CONSULTANT of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

ARTICLE 5 COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

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 Section 5.2 up to a maximum amount not-to-exceed of Eight Hundred Thousand Dollars (\$800,000.00). 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.

5.1.2 Lump Sum Compensation

NOT USED.

5.1.3 Optional Service

NOT USED.

5.1.4 Reimbursable Expenses

COUNTY has established a maximum amount not-to-exceed of Ninety-nine Thousand Seven Hundred Twenty-three Dollars (\$99,723.00) for potential reimbursable expenses which may be utilized pursuant to

Section 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 Section 5.2. COUNTY shall not pay CONSULTANT any additional sum for reimbursable expenses, additional or optional services, if any, unless otherwise stated in Section 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 Section 5.2 and Reimbursables defined in Section 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 in accordance with the percentage amount set forth below. The retainage amount set forth in Section 5.5 shall be applied to the percentage amount for each phase stated herein. The percentage fee per Phase may be changed by agreement between the Contract Administrator and CONSULTANT. In no event shall the maximum not-to-exceed amount be increased as a result of any percentage fee per Phase change so effectuated.

Project Phase	Fee %	Fee Amount/Phase
Phase I: Schematic Design	26.52%	\$212,160.00
Phase II: Design Development	25.18%	\$201,440.00
Phase III Construction Documents Development	27.09%	\$216,720.00
Phase IV: Bidding and Award of Contract	4.77%	\$ 38,160.00
Phase V: Administration of the Construction Contract	14.86%	\$118,880.00
Phase VI: Warranty Administration and Post-Occupancy Services	1.58%	\$ 12,640.00
Total Basic Services Fee	100%	\$800,000.00

5.1.7 The dollar limitation set forth in Sections 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 which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating profit margin 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, CONSULTANT certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting.

5.2.1 CONSULTANT shall require all of its subconsultants to comply with the requirements of Section 5.2. Subconsultants may be exempted from the FAR audit requirements of Section 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.

5.2.2.1 It is noted that at the time of contracting, CONSULTANT does not have fringe benefit and overhead factors certified by an independent Certified Public Accountant in accordance with 5.2. Therefore, the CONSULTANT's maximum billing rates as shown in Exhibit "B" are considered provisional, pending submission of such certification by the CONSULTANT no later than June 30, 2014. To the extent the provisional rates are not supported by the certification, the maximum rates shown in Exhibit "B" may be subject to change at the COUNTY's sole discretion. If the certification results in a modification to Exhibit "B", an amended Exhibit "B" shall be executed by the Contract Administrator and CONSULTANT.

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.

5.3 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) Testing costs.
- e) All fees paid to regulatory agencies, excluding those permits required for the Contractor.

- f) Other miscellaneous expenses.

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

5.4 METHOD OF BILLING

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

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 CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions

paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

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:

BEA Architects, Inc.
3075 NW South River Drive
Miami, FL 33142
Attn: Mr. Bruno-Elias Ramos

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 Contract Administrator 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 Section 6.1 above, if applicable. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.
- 6.4 CONSULTANT may, at the Contract Administrator's discretion, be authorized to perform Optional Services as delineated in Exhibit "A," Scope of Services, up to the maximum fee amount established for Optional Services under Article 5.1.3. 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 Office of the County Attorney with the written description of the work to be undertaken as required by Section 6.4.4.1 and must obtain a written concurrence from the Office of the County Attorney that the work proposed to be performed pursuant to the Work Authorization is within the scope of services of this Agreement.
- 6.4.1 Before any Optional Service is commenced pursuant to a Work Authorization, 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 and 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 Any modifications to a Work Authorization shall require approval by Contract Administrator, Purchasing Director, or Board as follows: Contract Administrator shall sign in instances where the cumulative total of the modifications (the amount approved in the original Work Authorization plus the modifications thereto) does not exceed Thirty Thousand Dollars (\$30,000.00). COUNTY's Purchasing Director shall sign in instances where the cumulative total of the modifications does not exceed the Purchasing Director's approval authority delegated by Board. Board shall sign in those instances where the cumulative total of the modifications exceeds the Purchasing Director's approval authority. Notwithstanding anything contained in this subsection, CONSULTANT's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written approval as outlined above.
- 6.4.4 All Work Authorizations issued by the Contract Administrator shall contain, as a minimum, the following information and requirements:
 - 6.4.4.1 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.
 - 6.4.4.2 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.

- 6.4.4.3 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.
 - 6.4.4.4 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.
 - 6.4.4.5 Work Authorizations shall be dated, serially numbered, and signed.
- 6.5 As provided in Section 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 CBE participation. CONSULTANT shall demonstrate good faith efforts to include CBE participation in change order work and shall report such efforts to the Office of Economic and Small Business Development.

ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 COUNTY shall assist CONSULTANT by placing at CONSULTANT's disposal all information COUNTY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 7.2 COUNTY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 7.3 COUNTY shall review the itemized deliverables/documents identified in Exhibit "A" of CONSULTANT and respond in writing with any comment within the time set forth on the approved Project Schedule.
- 7.4 COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 8 INSURANCE

- 8.1 CONSULTANT shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "D" in accordance with the terms and conditions stated in this Article.

- 8.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CONSULTANT shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- 8.3 Within fifteen (15) days of notification of award, CONSULTANT shall provide to COUNTY proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. COUNTY reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the COUNTY determines all performance required of CONSULTANT is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit "D." COUNTY shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to COUNTY upon expiration.
- 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.
- 8.5 If CONSULTANT uses a subconsultant or subcontractor, CONSULTANT shall ensure that each subconsultant or subcontractor names "Broward County" as an additional insured under the subconsultant's or subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

ARTICLE 9
EEO AND CBE 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 Broward County Business Enterprise ("CBE") 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 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%), for opportunities to include or increase the participation of CBE firms already involved in this Agreement. CONSULTANT shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to 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 Section 9.4:

Total CBE Goal	24%
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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 each Letter of Intent into this Agreement (Exhibit "C"). Upon execution of this Agreement by COUNTY, CONSULTANT shall enter into a formal contract with the CBE firms CONSULTANT selected to fulfill the CBE participation goal for this Agreement and agrees to provide copies of its contracts with such firms to the 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 Section 5.4 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 Section 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 subconsultant, subcontractor or supplier as required by Section 3.4 of this Agreement shall be a material breach of this Agreement and that COUNTY's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums due to such subconsultant, subcontractor 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 Section 9.8 shall not be employed when CONSULTANT

demonstrates that failure to pay results from a bona fide dispute with its CBE subconsultant, subcontractor, 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.

ARTICLE 10 MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of COUNTY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, COUNTY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

10.2 TERMINATION

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

be effective thirty (30) days after such notice of termination for cause is provided.

10.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement or Work Authorization. The Agreement may also be terminated for cause if the CONSULTANT is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the CONSULTANT provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended. This Agreement or a Work Authorization may also be terminated by the Board:

- 10.2.2.1 Upon the disqualification of CONSULTANT as a CBE by COUNTY's Director of the Office of Economic and Small Business Development if CONSULTANT's status as a CBE 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 CBE contractual obligations;
- 10.2.2.3 Upon the disqualification of one or more of CONSULTANT's CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a CBE 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 CBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such CBE participant attempted to meet its CBE 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 CBE status of its disqualified CBE 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 Section 10.1 of Article 10.

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 Section shall constitute a default and breach of this Agreement, and COUNTY shall enforce the default in accordance with the provisions set forth in Section 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 this Section 10.3.

10.4 PUBLIC ENTITY CRIME ACT

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

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

10.5 SUBCONSULTANTS

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

10.5.2 CONSULTANT shall bind 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 Section 10.5. COUNTY shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by CONSULTANT without COUNTY's written consent.

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

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

10.7 INDEMNIFICATION OF COUNTY

CONSULTANT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due CONSULTANT under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY.

10.8 REPRESENTATIVE OF COUNTY AND CONSULTANT

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

COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

- 10.8.2 CONSULTANT shall inform 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:

John Foglesong, Contract Administrator
Director of Seaport Engineering & Construction
Public Works Department
1850 Eller Drive, Suite 504
Fort Lauderdale, FL 33316

FOR CONSULTANT:

**BEA ARCHITECTS, INC.
3075 NW South River Dr.
Miami, FL 33142
Attn: Mr. Bruno-Elias Ramos**

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

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

10.14 CONSULTANT'S STAFF

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

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

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

10.15 DRUG-FREE WORKPLACE

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

10.16 PUBLIC ART AND DESIGN

NOT USED

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, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements.

10.18 THIRD PARTY BENEFICIARIES

Except as provided under Section 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 subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

10.20 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.21 MATERIALITY AND WAIVER OF BREACH

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

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

10.22 COMPLIANCE WITH LAWS

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

10.23 SEVERANCE

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

10.24 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of COUNTY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

10.25 PRIORITY OF PROVISIONS

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

10.26 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF EITHER PARTY MAKES A MOTION OR REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT, THE PARTY AND THAT PARTY'S ATTORNEY MAKING THE MOTION OR REQUEST SHALL PAY THE OTHER PARTY IN EQUAL AMOUNTS A REASONABLE ATTORNEY'S FEE AND COURT COSTS FOR THE OTHER PARTY CONTESTING THE MOTION OR REQUEST FOR JURY TRIAL.**

10.27 INCORPORATION BY REFERENCE

The attached Exhibits A with Attachments 1-6, B, C, C-1, and D are incorporated into and made a part of this Agreement.

10.28 RE-USE OF PROJECT

COUNTY may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from CONSULTANT's professional services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and CONSULTANT agrees to such re-use in accordance with this provision.

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

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

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

10.29 PAYABLE INTEREST

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

10.29.2 Rate of Interest. In any instance where the prohibition or limitations of Section 10.29.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this

Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.30 REPRESENTATION OF AUTHORITY

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

10.31 MULTIPLE ORIGINALS

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

10.32 DOMESTIC PARTNERSHIP REQUIREMENT

NOT USED

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

BY _____
Mayor
____ day of _____, 20____.

Insurance requirements
Approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By  5-27-14
Signature (Date)

CARLOS DE LA GUERRA
RISK MANAGEMENT & CONTRACTS
BUSINESS ADMINISTRATION DIVISION

Print Name and Title above

By  5/27/14
Russell J. Morrison (Date)
Senior Assistant County Attorney

By  5/27
Noel Pfeffer (Date)
Deputy County Attorney

RJM/cr
BEA_Eng_R1171027P1 FINAL
05/23/14
#14-3004.01

CAF#202

AGREEMENT BETWEEN BROWARD COUNTY AND BEA ARCHITECTS, INC. FOR
CONSULTANT SERVICES FOR ENGINEERING AND DESIGN SERVICES
SOUTHPORT PHASE IX CONTAINER YARD IN BROWARD COUNTY, FLORIDA,
RFP # X1171027P1

CONSULTANT

ATTEST:

BEA ARCHITECTS, INC.


Maritza Ramos
Secretary
Maritza Ramos
(Please Type Name of Secretary)
CORPORATE SEAL

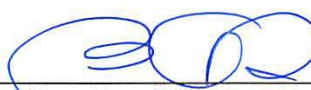
By 
President/Vice President
Bruno E. Ramos
(Please Type Name of President/Vice
President)
30 day of May, 2014.

EXHIBIT A SCOPE OF WORK

Project History:

The Port Everglades Southport Turning Notch Expansion Project will increase vessel berthing capabilities of the Southport Turning Notch to accommodate larger cargo ships anticipated in the near future growth of the South Florida market. As a result of this growth, the Port needs to expand its upland cargo handling terminal facilities. To move forward with the Southport Turning Notch Project, the Broward County Board of County Commissioners recently approved agreements for Design/Permitting and Construction Manager at Risk Services for the wetland enhancement construction associated with the Project.

Project Description:

The Broward County Seaport Engineering and Construction Division requires the need for Professional Engineering Services for the purpose of design, permitting and construction contract administration associated with the development of new cargo handling container yards. These container yards are integral to the expansion of Port Everglades' Southport Turning Notch, which is currently under development. The Project will include the design, permitting and construction administration of a new container yard and ancillary buildings to be constructed west of McIntosh Road (Phase IX-B). A second component of this Project will include environmental assessment and demolition of the existing Foreign-Trade Zone warehouse building and conversion of the site into a cargo handling container yard facility (Phase IX-A). The second component will be performed under a separate amendment to this Agreement that will be negotiated at a later date.

- Component I (Exhibit A – Attachment 5) scope of work will be to provide services to develop the site (Southport Phase IX-B) located west of McIntosh Rd., south of Eller Dr., and east of the FEC rail yard.
- Component II (Exhibit A – Attachment 6) scope of work will be the complete redevelopment of the existing Foreign-Trade Zone (Southport Phase IX-A) into a cargo handling facility. The second component will be performed under a separate amendment to be negotiated at a later date, and will be subject to a separate notice to proceed from Broward County. This component will be predicated on a need to design additional cargo handling facilities based upon current market conditions as determined by Port Administration.

Scope of Services:

The comprehensive project specific services include: existing facility and site documentation and assessments; project budgeting; environmental evaluations, assessment and remediation plans; project cost estimating; project schedule development and analysis; complete engineering and design of the proposed project; project permitting as required with local, state, and federal agencies; construction

contract document development; construction specification development; contract and bidding document development; code analysis; jurisdictional review; bid/award support and concurrence; negotiation support; construction contract administration services; construction phase field support services; inspections, construction observation and project progress documentation; project-related claims analysis and support; geotech and material testing services; surveying and mapping services; computer-aided and manually generated graphics support; preparation of narratives and other textual project support; photographic and video-graphic project support; geographic information systems (GIS) project support; other data and information system project support.

Geotechnical Services:

All geotechnical field and laboratory testing will be performed by a third party laboratory. All field location of testing sites, required permits, utility clearances; site access will be provided by others. The CONSULTANT's testing entity will have a qualified representative on site to log the borings and visually classify the materials. The outlined scope assumes the site is free of contamination or other environmental issues that could potentially impact the geotechnical testing and engineering. For the purposes of the geotechnical engineering analysis and design, it is considered that the proposed facilities will include large heavy load pavement areas, with some internal structures for drainage, high mast lighting, utility pads, a gate facility and small enclosures. Design assumptions also include minor modifications to the adjacent roadway for access to the facility, and to a drainage pond. It is assumed there are no retaining walls, buildings, crane or RTG rails, required for the development of this project.

The geotechnical analyses and report will address:

- a. General existing subsurface site conditions and factors affecting development
- b. Potential instability or settlement issues at the site and recommendation for subsurface improvement
- c. Allowable bearing pressures and soil property for use by others in designing foundations for site structures
- d. Design parameters for use by others in designing pavement sections
- e. Seasonal high groundwater levels and infiltration rates for use in pond design being performed by others, along with suitability of pond excavation for borrow
- f. General requirements for any removal of unsuitable existing materials

Pavement Design Services:

The key to the container yard pavement design is to understand the Port Everglades requirements and pavement performance expectations with respect to life cost, maintenance and operational delay. It is assumed that the Port and/or its facility tenant will be available to interview and obtain information on design vehicles, loadings, and repetitions for use in the pavement design. Further, it is assumed that the Port will make available access to information on past Southport container yard projects, and the historical pavement sections, design assumptions, and performance records. The

subgrade parameters for design will be provided to the pavement designer as part of the geotechnical engineering effort.

The CONSULTANT proposes the following tasks to meet the Port's expectations and select the most feasible pavement design option:

1. Arrange an interview with the Port to understand their expected pavement performance, traffic loading and operational delay during the design life.
2. Revise the ground condition data including subgrade strength, water levels, total and differential settlements, etc. The pavement designer will work with the geotechnical engineer to develop an appropriate testing and investigation program to support the pavement analysis.
3. Review traffic data for various vehicle loading conditions and repetitions, or agree on values if no information is available at this stage.
4. Prepare an outline of pavement design thickness options including advantages and limitations to discuss with the Port and agree on the optimum solution in order to meet their expected performance.
5. Perform the pavement design for the selected option.
6. Prepare the materials technical specifications.

Deliverable will include an options report, and a signed and sealed pavement design report with materials specification.

Please note that the scope defined herein excludes the following:

- Structural design of reinforced concrete ground beams for an RTG operation.

Road Design:

Modifications will be required at McIntosh Road to provide access to the cargo container yard areas. Proposed road design will match existing road grade and width, as to continue a proper north-south connector from the security checkpoint south to the proposed three container terminals parcels. Curbs and gutters will be added to match the existing roadway section.

All available existing drawings will be utilized as reference. New road alignment will follow existing McIntosh Road centerline line bearings. The drawings will provide design for adequate grading and drainage to the areas affected by this project. Roadway grading will be designed to direct surface runoff away from traveled ways. The design shall meet the latest FDOT and Broward County standards and specifications.

Signing and Pavement Markings:

The team will provide final design plans and specifications for all new road pavement markings and traffic related signage. All signing and pavement marking shall conform to the current edition of the Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices for Street and Highways (MUTCD), the Florida Department of

Transportation (FDOT) and Broward County design standards. Entrance and commercial signage are not part of this scope of services. The proposed site layout will be available in CADD format.

Construction Sequencing/Maintenance of Traffic:

A Maintenance of Traffic Plan (MOT) will be provided to direct vehicular traffic around the construction zone, and minimize the disruption of port operations. The MOT plan shall conform to the latest edition of the FDOT design standard 600 Series, and the Manual of Uniform Traffic Control Devices (MUTCD). The MOT plans shall cover all phases of construction on all three sites.

Lighting:

The lighting scope will include the coordination with Utility Agency Owners, coordination with professional engineering design standards, site plan preparation, provision of power connections, details of duct banks and panel schedules, preparation of load calculations, voltage drop, selection of light fixtures, preparation of technical specifications and details, and preparation of controls schematics and details. A Photometric study will be performed in coordination with site and utilities plans. All lighting design will be in conformance with Port Security and other governing requirements. FAA permitting of lights poles will be included.

Tenant Fit out and Design:

CONSULTANT shall assist COUNTY with coordinating activities associated with its tenants. CONSULTANT shall attend meetings with COUNTY staff and its tenants to determine their operational needs. Items to be included in this portion of work, include, but are not limited to: driveway location, site lighting, utility connections, site/office trailer location including ADA requirements, gate location, fencing and security, striping and signage.

Each component of work, as described above, will be further broken down into Phases. These Phases are detailed below:

I. SCHEMATIC DESIGN

- A. CONSULTANT shall review the requirements for this Project with Port senior staff and shall confirm such requirements with the Contract Administrator.
- B. Based on the mutually agreed upon requirements, CONSULTANT shall prepare and submit to Contract Administrator for approval (and shall modify and resubmit to Contract Administrator until approved by Contract Administrator if not initially satisfactory) a schematic design presentation consisting of drawings and other documents illustrating the scale and relationship of Project components. CONSULTANT shall revise the

drawings and documents as required to reflect comments from the Contract Administrator.

- C. CONSULTANT will provide a plan of the layout of the new container yard including roadway access, utility corridors, storm drainage, outdoor lighting and fire hydrants along with a proposed construction Project schedule prepared in Primavera P6, which will delineate the preferred staging and work areas while minimizing the impacts to port cargo operations.
- D. CONSULTANT shall submit to the Contract Administrator a written Statement of Probable Construction Cost based on area, volume or other unit costs.
- E. CONSULTANT shall research all applicable codes, ordinances, rules, environmental regulations, and requirements of governmental authorities having jurisdiction over the Project.
- F. CONSULTANT shall perform geotechnical investigation of the site as necessary to prepare permit applications and construction documents. CONSULTANT shall provide geotechnical recommendations for site earthwork, pavement designs, light ole foundations as well as recommendations for miscellaneous small structures.

II. DESIGN DEVELOPMENT (75% PLANS AND SPECS)

- A. CONSULTANT shall prepare from the approved schematic design documents, and submit to the Contract Administrator for approval (and shall modify and resubmit to the Contract Administrator until approved by the Contractor Administrator if not initially satisfactory) the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including civil, structural, mechanical, and electrical systems, materials and such other essentials as may be appropriate. CONSULTANT shall consider the availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements.
- B. CONSULTANT will progress the preparation of design drawings and specifications on the preferred design concept toward completion. At the 75% design milestone, CONSULTANT will provide the Contract Administrator with progress review drawings, CALCULATIONS, specifications and CONSULTANT's Estimate of Probable Construction Cost.
- C. CONSULTANT will meet with regulatory agencies as necessary; complete any specialized studies; have a pre-application meeting with review agencies; and, prepare and submit permit/license applications and any permit revisions for the Project.
- D. The Design Development Drawings/Documentation shall consist of, but not be limited to, the following:

1. Expansion of the civil, structural, mechanical and electrical Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through appropriate:
 - a) Plans, sections and elevations, supporting calculations;
 - b) Typical construction details;
 - c) Basic materials and finishes;
 - d) Basic civil, structural and electrical system and dimensions;
 - e) Outline Specifications;
 - f) Basic selection of mechanical and electrical equipment and their capabilities, if applicable;
 - g) Development scheduling services consisting of reviewing and updating previously established construction phasing plan and schedules;
 - h) Written Statement of Probable Construction Cost consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost; and
 - i) CONSULTANT shall revise the documents as required to reflect comments from the Contract Administrator.

- E. CONSULTANT shall design the Project to comply with all then existing and applicable codes, laws, rules, regulations and requirements of all governmental authorities having jurisdiction over the Project, and shall take into account all known pending charges to the foregoing.

III. CONSTRUCTION DOCUMENTS (90% PLANS AND SPECS)

- A. CONSULTANT shall prepare from the approved Design Development documents, and submit to the Contract Administrator for approval (and shall modify and resubmit to the Contract Administrator until approved by the Contractor Administrator if not initially satisfactory) the Permit documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including civil, structural, mechanical, and electrical systems, materials and such other essentials as may be appropriate. CONSULTANT shall consider the availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements.
- B. CONSULTANT will progress the preparation of design drawings and specifications on the preferred design concept toward completion. At the 90% design milestone, CONSULTANT will provide the Contract Administrator with progress review drawings, specifications and CONSULTANT's Estimate of Probable Construction Cost.
- C. CONSULTANT will meet with regulatory agencies as necessary; complete any specialized studies; prepare any necessary calculations and reports;

and, prepare and submit permit/license applications to agencies and city of Hollywood for review, and any permit revisions for the Project until such time as the agencies have approved the applications.

D. The Permit Drawings/Documentation shall be sufficient to obtain all necessary permits associated with the work and consist of, but not be limited to, the following:

1. Expansion of the civil, structural, mechanical and electrical Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through appropriate:

- a) Plans, sections and elevations;
- b) Typical construction details;
- c) Basic materials and finishes;
- d) Basic civil, structural and electrical system and dimensions;
- e) Outline Specifications;
- f) Final selection of mechanical and electrical equipment and their capabilities;
- g) Development scheduling services consisting of reviewing and updating previously established construction phasing plan and schedules;
- h) Written Statement of Probable Construction Cost consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost; and
- i) CONSULTANT shall revise the documents as required to reflect comments from the Contract Administrator.

E. CONSULTANT shall design the Project to comply with all then existing and applicable codes, laws, rules, regulations and requirements of all governmental authorities having jurisdiction over the Project, and shall take into account all known pending charges to the foregoing.

IV. BIDDING AND AWARD OF CONTRACT (100% PLANS AND SPECS)

A. CONSULTANT shall prepare from the approved Permit Drawing Documents and submit to the Contract Administrator for approval (and shall modify and re-submit to Contract Administrator until approved by Contract Administrator if not initially satisfactory), the working drawings and specifications setting forth in detail and prescribing the work to be done, the materials, technique, finishes and equipment required for the civil, structural, mechanical and electrical work and the necessary bidding information (collectively referred to as the "contract documents"). The Contract Administrator shall be kept informed, in advance and in writing, of any possible adjustments of the probable construction costs or completion schedules indicated by changes in scope, requirements and/or foreseeable market conditions. CONSULTANT shall, in the preparation of

drawings and specifications, take into account all then prevailing codes and regulations governing construction in Broward County. Work tasks to accomplish this include, but are not limited to, the following:

1. Prepare final (100%) drawings and specifications for construction; and
 2. Update and revise the probable cost of construction.
- B. The contract documents shall be sufficiently complete and include sufficient detail to permit issuance of a building permit and responsive bids.
- C. The Contract Administrator's review and approval of the contract documents shall be as to concept only and shall not be deemed review and approval of the technical requirements or aspects thereof.
- D. CONSULTANT shall, following the Contract Administrator's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, assist COUNTY in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts. CONSULTANT shall provide the following tasks:
1. Assist COUNTY in the preparation of bidding information. CONSULTANT has been provided with a copy of COUNTY's Standard Form Construction Documents and agrees to utilize the latest version of said form in the development of the contract documents for this Project. Any deviation from the Standard Form Construction Documents must be approved by the COUNTY's Office of County Attorney.
 2. CONSULTANT shall provide a copy of the plans and technical specifications to any governmental agency (such as the Public Health Unit, Department of Natural Resource Protection, South Florida Water Management District, Federal aviation Administration, local building departments, U.S. Army Corps of Engineers, etc.) from which any approvals are required prior to the public notice for the invitation to Bid.
 3. CONSULTANT shall provide to the Contract Administrator one copy of AutoCAD (Latest Release) drawing files, (3) sets of plans 11"x17", (4) sets of 24"x36" plans, (2) being signed and sealed, and Bid Sets as necessary and (1) copy of specifications for bidding and furnish the specifications in CD format.
 4. CONSULTANT will answer any technical questions by bidders and attend the Pre-bid Conference to give an overview of the Project and answer any questions pertaining to the drawings and specifications. CONSULTANT will also assist in the review and evaluation of bids and recommendation for award or rejection of bids.

- E. In the event the lowest responsive and responsible bid exceeds CONSULTANT's final estimate of probable cost, then CONSULTANT, at no additional cost to the COUNTY, agrees to redesign the Project, as may be needed, to lower the Project cost to be within CONSULTANT's estimate.

V. ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- A. Construction Phase will commence with the award of the Construction Contract(s) and will not terminate until a Certificate of Completion of the completed Project is issued by the applicable jurisdiction, or when final payment is due the Contractor, or in their absence, sixty (60) days from the date of substantial completion. CONSULTANT will administer said Construction Phase according to the terms of this Agreement and in accordance with the duties and responsibilities set forth in the contract documents for the duration of the Construction Phase.
- B. CONSULTANT will perform shop drawing review; provide clarifications on the design and specifications, prepare drawing and specification revisions (as needed); review and make recommendations on contractor claims and change order requests; provide quality control inspections and testing; perform threshold inspections and reports; review and approve contractor progress payment applications; review completed construction for final acceptance of work; review all final submittals for accuracy and completeness; issue substantial completion certificate, including punchlist; and, closeout all regulatory permits.
- C. CONSULTANT shall consult with and advise COUNTY and act as its representative as provided in the contract documents. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as defined in said contract documents shall not be modified without CONSULTANT's written consent after Project is let out to bid; all of COUNTY's instructions to Contractor(s) will be issued through CONSULTANT who will have authority to act on behalf of COUNTY to the extent provided in said contract documents except as otherwise provided in writing.
- D. CONSULTANTS shall have a representative having a level of expertise appropriate for the construction work being performed at the site, to follow the progress of construction and quality of the work and to determine if the work is proceeding in accordance with the contract documents. On the basis of its on-site observation, CONSULTANT shall exercise the utmost care and diligence with sufficient detail to guard COUNTY against defects and deficiencies in the work by the Contractor and to determine if the work is proceeding in accordance with all of the requirements of the contract documents. CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; however,

CONSULTANT shall have the duty to give prompt notification in writing to COUNTY of any failure of the Contractor, of which CONSULTANT may be aware as a result of its specifications, but shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the contract documents.

- E. Review and approve Shop Drawings and samples within the time specifications set forth in the contract documents, the results of tests and inspections and other data, which any Contractor is required to submit, but only for conformance with the design concept of the contract documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, which are to be assembled by Contractor(s) in accordance with the contract documents; Contractor requests for substitutions; review and respond to Contractor's requests for information or clarification, all of which shall be performed in a prompt and timely manner so as not to delay the performance of the Contractor.
- F. Issue all instructions of the Contract Administrator to Contractor(s); prepare change orders as required; as COUNTY's representative, require special inspection or testing of the work; CONSULTANT shall act as COUNTY's owner's representative relating to the execution and progress of the work and related questions thereto.
- G. Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on its review of Contractor(s)' applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing to the Contract Administrator payments to Contractor(s) in such amounts; such approvals of payment will constitute a representation to COUNTY, based on such observations and review, that the work has progressed to the point indicated and that, the quality of work is in accordance with the contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in its approval), but by approving an application for payment, CONSULTANT will not be deemed to have represented that it has made any examination to determine how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the Contractor(s)' work, materials or equipment has passed to COUNTY free and clear of any lien, claims, security interest or encumbrances.
- H. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)'s or subcontractors' agents or employees or any other person (except its own employees and agents) at the Project site or otherwise performing any of the work of the Project.

- I. CONSULTANT shall prepare Change Orders in compliance with COUNTY procedures.
- J. CONSULTANT shall conduct inspections to determine if the Project is substantially complete and the date of substantial completion and a final inspection to determine if the Project has been completed in accordance with the contract documents and the date of final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate of Payment.
- K. CONSULTANT shall respond to permit agencies on all design related matters and inspections reports necessary to satisfy agency requests.
- L. CONSULTANT shall obtain from the Contractor one (1) set of reproducible as-built drawings prepared, signed and sealed by a licensed surveyor, reflecting conditions based upon actual construction. These drawings shall be reviewed by CONSULTANT for general completeness of information and utilized for the preparation of record drawings, signed and sealed by the CONSULTANT. These record drawings shall be submitted to and be the property of COUNTY, in AutoCad.
- M. Changes to drawings, documents and/or specifications, which are the result of a direct request for changes by COUNTY for additional or extra work and not in any way a correction or clarification of work done by CONSULTANT or the result of incomplete work required of CONSULTANT shall be deemed "Additional Services" and CONSULTANT shall be reimbursed upon review and approval by COUNTY.

VI. WARRANTY ADMINISTRATION AND POST-OCCUPANCY SERVICES

CONSULTANT shall assist in the inspection of the Project thirty (30) days before expiration of the one-year expiration warranty period and report any defective work under the terms of the guarantee/warranty required by the construction contract. CONSULTANT shall assist COUNTY with administration of guarantee/warranty for correction of defective work that may be discovered during said guarantee/warranty period. COUNTY will provide all applicable records in its possession relating to the Project for CONSULTANT's review and inspection.

Professional Services Agreement

EXHIBIT A, SCOPE OF WORK
ATTACHMENT 1:

Project Schedule

Project No: RFP # R1171027P1
Project Title: Engineering and Design Services Southport Phase IX Container Yard
Facility Name: Port Everglades

The required Project schedule milestones for this Project are presented below. Items marked undetermined require additional development and submittal of the Consultant's Project Development Schedule as required by the Professional Services Agreement for this Project.

ACTIVITY	DATE REQUIRED OR ESTIMATED TIME PERIOD	
Phase I: Schematic Design:		
Consultant's Document Preparation & Submittal	90 Days	<input type="checkbox"/> Undetermined
County Review	0 Days	<input checked="" type="checkbox"/> Undetermined
Consultant's Document Correction & Re-Submittal	0 Days	<input checked="" type="checkbox"/> Undetermined
Geotechnical Services & Testing	0 Days	<input checked="" type="checkbox"/> Undetermined
Environmental Engineering Services	0 Days	<input checked="" type="checkbox"/> Undetermined
Pavement Design	0 Days	<input checked="" type="checkbox"/> Undetermined
Phase II: Design Development		
Consultant's Document Preparation & Submittal	0 Days	<input checked="" type="checkbox"/> Undetermined
County Review	0 Days	<input checked="" type="checkbox"/> Undetermined
Consultant's Document Correction & Re-Submittal	0 Days	<input checked="" type="checkbox"/> Undetermined

Phase III: Construction Documents Development

90% Construction Documents

Consultant's Document Preparation & Submittal	175 Days (+30 Days for City comment)	<input type="checkbox"/> Undetermined
County Review	0 Days	<input type="checkbox"/> Undetermined
Consultant's Document Correction & Re-Submittal	0 Days	<input type="checkbox"/> Undetermined

100% Construction Documents

Consultant's Document Preparation & Submittal	0 Days	<input checked="" type="checkbox"/> Undetermined
County Review	0 Days	<input checked="" type="checkbox"/> Undetermined
Consultant's Document Correction & Re-Submittal	0 Days	<input checked="" type="checkbox"/> Undetermined

Phase IV: Bidding and Award of Contract

Phase IV: Bidding and Award of Contract	0 Days	<input checked="" type="checkbox"/> Undetermined
Bid Opening Date:	0 Days	<input checked="" type="checkbox"/> Undetermined
Or		
Board Approval of MGC Agreement	0 Days	<input checked="" type="checkbox"/> Undetermined

Phase V: Administration of the Construction Contract

Phase V: Administration of the Construction Contract	300 Days	<input type="checkbox"/> Undetermined
Substantial Completion Date:	0 Days	<input checked="" type="checkbox"/> Undetermined
Final Completion Date:	0 Days	<input checked="" type="checkbox"/> Undetermined

Phase VI: Warranty Administration and Post-Occupancy Services

365 Days	<input type="checkbox"/> Undetermined
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Professional Services Agreement

EXHIBIT A, SCOPE OF WORK
ATTACHMENT 2:

Electronic Media Submittal Requirements

The Contract Administrator will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, COUNTY's standard Professional Services Agreements for consultant services require submittal of documents produced on electronic media. Requirements for that media are presented below.

ELECTRONIC MEDIA

(A) General Requirements:

- 1) All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by CONSULTANT shall be accomplished and developed using computer-aided design and drafting (CADD) and other software and procedures conforming to the following criteria.

(B) CADD Graphic Format:

- 1) Provide all CADD data in Autodesk, Inc.'s AutoCAD current release or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CADD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents.
- 2) Target platform: Personal computer with either a Windows Version 7 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 Contract Administrator's target CADD system (i.e., basic and advanced CADD software, platform, database software), and adhere to the standards and requirements specified herein.
- 4) The term "compatible" means that data can be accessed directly by the target CADD system without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of CONSULTANT to ensure this level of compatibility.
- 5) Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft Access current version, or other compatible SQL format database.

- 6) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.
- 7) All database tables: conform to the structure and field-naming guidance provided upon request by the Contract Administrator.

(C) CADD Standards:

- 1) Standard plotted drawing size: 24 inch x 36 inch sheets.
- 2) Coordinate with the Contract Administrator concerning the standard file naming protocol to be utilized.
- 3) Layering:
 - a. Conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, "CAD Layer Guidelines", 2nd edition or later.
 - b. Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standard AIA CAD Layer Guidelines including any user definable fields permitted by the guidelines.
 - c. Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities Management and other related information. Obtain latest Contract Administrator specific layering from Contract Administrator prior to production of documents and incorporate into drawings.
- 4) Attribute Definitions:
 - a. Obtain latest guidance from the Contract Administrator concerning attribute definition, database linking and other information embedding requirements prior to production of documents.
- 5) Submit a written request for approval of any deviations from the Contract Administrator's established CADD standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with COUNTY's uses and information systems.
- 6) No deviations from the Contract Administrator's established CADD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.

(D) Non-CADD Graphic Format: Provide digital photography files and other miscellaneous graphics in JPEG or PNG format.

(E) Non-Graphic Format:

- 1) Provide word processing files in Microsoft Word 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 for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
- 3) Provide database files in relational database format compatible with Microsoft Access, 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.

(E) Delivery Media and Format:

- 1) Submit copies of all CADD data and other electronic files developed under this contract on electronic digital media as required for Project phase submittals.
- 2) Provided electronic digital data and files shall be provided on the appropriate electronic media.
- 3) The electronic digital media shall be in the format which can be read and processed by the Contract Administrator's target CADD system.
- 4) The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a. The Project Number, Project Title and date.
 - b. The Facility Name
 - c. The format and version of operating system software.
 - d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
 - e. The sequence number of the digital media.
 - f. A list of the filenames.
- 5) Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:
 - a. Ensure that drawing sheets, viewports, paperspace, lineweights, fonts, and other drawing components are correctly configured for Contract Administrator's viewing and plotting.
 - b. Make sure all reference files are attached without device or directory specifications.

- c. Compress and reduce all design files using PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Contract Administrator and provided to the Contract Administrator with the delivery media.
- d. Include all files, both graphic and non-graphic, required for the Project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials must be provided to the Contract Administrator as a part of the electronic digital deliverables.
- e. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
- f. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project.
- g. Document any fonts, tables, or other similar customized drawing element developed by CONSULTANT or not provided among the Contract Administrator-furnished materials. The contractor shall obtain Contract Administrator approval before using anything other than the Contract Administrator's standard fonts, linetypes, tables, blocks, or other drawing elements available from the Contract Administrator.

(F) Drawing Development Documentation:

- 1) Provide the following information for each finished drawing in the nonplot layer X-****-NPLT:
 - 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 pen settings.

(G) Submittal:

- 1) Submit as Project Record Documents specified above and as required for Project phase submittals and Project record documents.

- 2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a. The information included on the external label of each media unit (e.g., disk, tape), along with the total number being delivered, and a list of the names and descriptions of the files on each one.
 - b. Brief instructions for transferring the files from the media.
 - c. Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
 - d. The following "Plot File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 1. Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the plot file by the Contract Administrator at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing size, and any other special instructions.
 2. Instructions concerning how to generate plotted, or hard copy, drawings from the provided plot files.
 3. List of any deviations from the Contract Administrator's standard layer/level scheme and file-naming conventions.
 4. List of all new symbol blocks created for Project, which were not provided to CONSULTANT with the Contract Administrator-furnished materials.
 5. List of any non-IGES crosshatch/patterns used.
 6. List of all new figures, symbols, tables, schedules, details, and other blocks created for the Project, which were not provided to CONSULTANT with the Contract Administrator-furnished materials, and any associated properties.
 7. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
 8. Recommended modifications which will be necessary to make the data available for GIS use.

(H) Ownership:

- 1) COUNTY will have unlimited rights under the Professional Services Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Contract Administrator and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this Agreement including any copyright.
- 2) Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from CONSULTANT except where otherwise limited within the Contract.
- 3) The Contract Administrator will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
- 4) All text, electronic digital files, data, and other products generated under this contract shall become the property of COUNTY except where otherwise limited within the Contract.

(I) Contract Administrator-Furnished Materials to the Construction Contractor:

- 1) The Contract Administrator and CONSULTANT may make various electronic information 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: 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 CD ROM media.

(J) Other Digital Information:

- 1) A variety of digital information may be generated by participants in the design process including the Contract Administrator, CONSULTANT, Subconsultants, Contractor, subcontractors, the Contract Administrator'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.

End of Attachment 2: Electronic Media Submittal Requirements

NOT USED

Professional Services Agreement

EXHIBIT A, SCOPE OF WORK

ATTACHMENT 3:

Architectural Program

Project No: RFP # R1171027P1
Project Title: Engineering and Design Services Southport Phase IX Container Yard
Facility Name: Port Everglades

- ☐ A detailed architectural program is available from the Contract Administrator and is attached to this document as Attachment 3, Architectural Program.
- ☐ A detailed architectural program is not available from the Contract Administrator and shall be developed by CONSULTANT under Programming Option 1 of Predesign Services as further described below.
- ☐ An architectural program is attached to this document as Attachment 3, Architectural Program. Requirements for CONSULTANT's use and modification of that generic program follow under Programming Option 2 of Predesign Services as further described below.
- ☐ The ☐ Preliminary ☐ Final architectural program for this Project will be provided by the Contract Administrator with the Consultant's Notice to Proceed. CONSULTANT's use of this program is described within Exhibit "A", Scope of Work of the Professional Services Agreement for this Project.

Professional Services Agreement

EXHIBIT A, SCOPE OF WORK

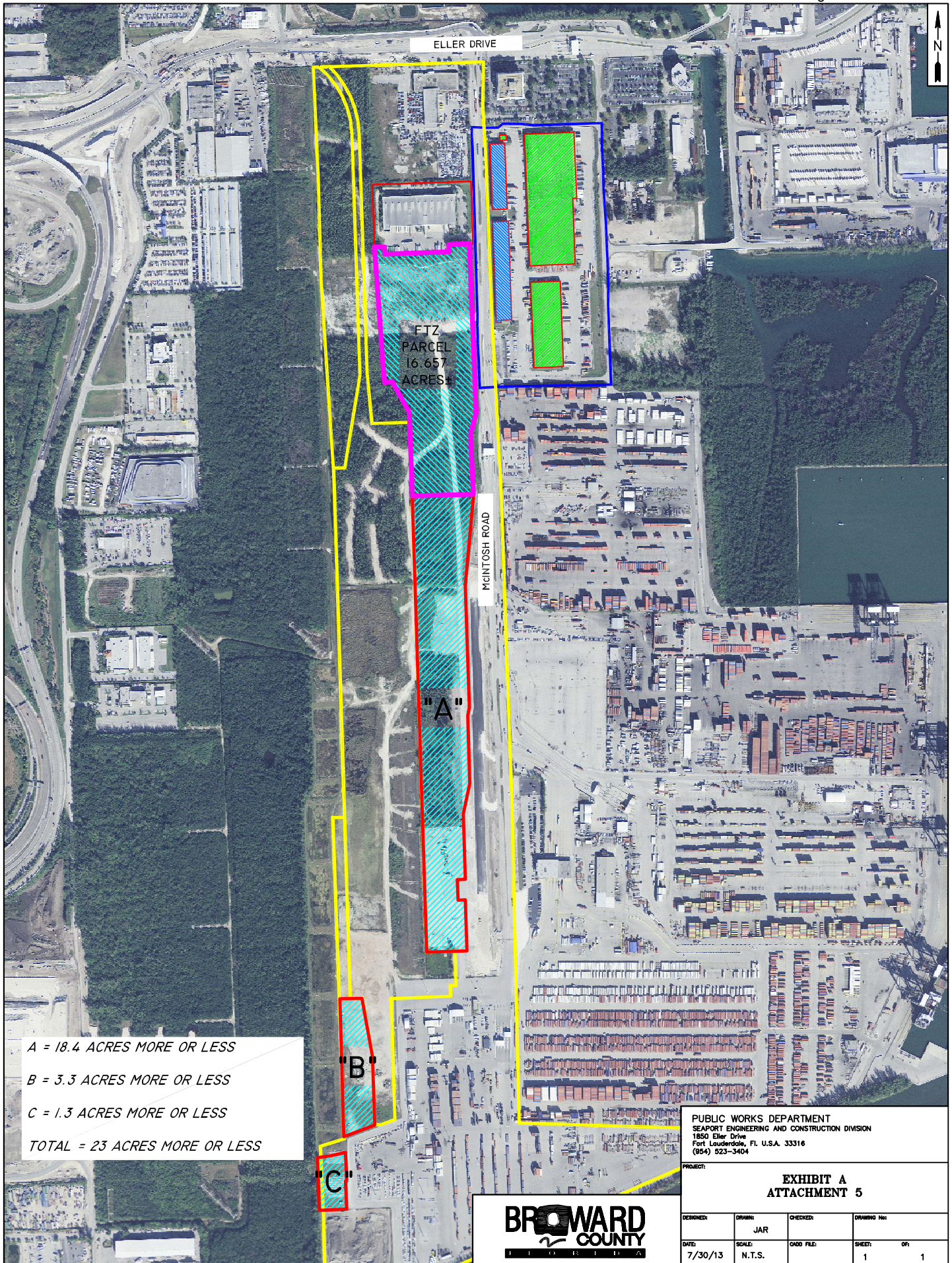
ATTACHMENT 4:

Preliminary Project Budget

Project No: RFP # 1171027P1
Project Title: Engineering and Design Services Southport Phase IX Container Yard
Facility Name: Port Everglades

The Contract Administrator's preliminary Project budget for this Project follows this cover sheet. CONSULANTS use of this budget is described within the Professional Services Agreement and its Exhibit "A," Scope of Work, for this Project. Preliminary Project Budget is subject to change at the Contract Administrator's discretion.

Preliminary budget for construction: \$8.0 million



PUBLIC WORKS DEPARTMENT
SEAPORT ENGINEERING AND CONSTRUCTION DIVISION
1850 Eller Drive
Fort Lauderdale, FL U.S.A. 33316
(954) 523-3404

PROJECT:

**EXHIBIT A
ATTACHMENT 5**

DESIGNED:	DRAWN: JAR	CHECKED:	DRAWING No:
DATE: 7/30/13	SCALE: N.T.S.	GRID FILE:	SHEET: 1 OF 1



 BUILDING TO BE DEMOLISHED
  BUILDING TO REMAIN

PUBLIC WORKS DEPARTMENT
 SEAPORT ENGINEERING AND CONSTRUCTION DIVISION
 1850 Eller Drive
 Fort Lauderdale, FL U.S.A. 33316
 (954) 523-3404

PROJECT:

**EXHIBIT A
ATTACHMENT 6**

DESIGNED:	DRAWN: JAR	CHECKED:	DRAWING No:
DATE: 7/30/13	SCALE: 1"=200'	CADD FILE:	SHEET: 1 OF 1

Professional Services Agreement

EXHIBIT B
SALARY COSTS

Project No.:
Project Title: Southport Phase IX-B
Consultant/Sub Consultant
Name: BEA Architects, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.94	=	MAXIMUM BILLING RATE (\$/HR)
Principal-in-Charge	\$ 85.03				\$ 249.99
Deputy Project Manager	\$ 36.00				\$ 105.84
Operations Security	\$ 75.00				\$ 220.50
Sr. Architect	\$ 40.00				\$ 117.60
Registered Architect	\$ 36.00				\$ 105.84
Project Architect	\$ 21.50				\$ 63.21
Junior Architect	\$ 18.00				\$ 52.92
Projects Coordinator	\$ 16.00				\$ 47.04
CAD-BIM Coordinator	\$ 21.50				\$ 63.21
CAD Operator / Drafter	\$ 21.50				\$ 63.21
Interior Designer	\$ 45.00				\$ 132.30
Secretary / Clerk	\$ 16.25				\$ 47.78

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (140)%	140.00%
FRINGE = HOURLY RATE X FRINGE (30)%	30.00%
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (9)%	9.00%

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

2.94

Professional Services Agreement

EXHIBIT B

SALARY COSTS

Project No.:
Project Title: Southport Phase IX-B
Consultant/Sub Consultant Name: The Chappell Group

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.94	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$ 73.07				\$ 217.47
Project Manager	\$ 63.04				\$ 186.34
Senior Project Biologist	\$ 41.82				\$ 122.98
Certified Arborist	\$ 30.33				\$ 89.17
Project Biologist	\$ 28.22				\$ 85.01
CAD Technician	\$ 26.37				\$ 77.53
Secretary	\$ 19.00				\$ 56.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (138)% 138.00%
FRINGE = HOURLY RATE X FRINGE (32)% 32.00%
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (9)% 9.00%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +
PROFIT) / HOURLY RATE 2.94

Exhibit B to CAF#202
(Rev. 03/20/14)

Professional Services Agreement

EXHIBIT B

SALARY COSTS

Project No.:

Project Title: Southport Phase IX-B

Consultant/Sub Consultant Name: Florida Engineering and Testing, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 1.94	=	MAXIMUM BILLING RATE (\$/HR)
Professional Engineer	\$ 36.28				\$ 70.38
Field Supervisor/Project Manager	\$ 21.27				\$ 41.26
Drilling Supervisor	\$ 21.62				\$ 41.75
Draftsman	\$ 19.02				\$ 36.90
Administrative/Clerical	\$ 17.51				\$ 33.97
Engineering Technician	\$ 17.02				\$ 33.02
Building Inspector	\$ 19.02				\$ 36.90
Principal	\$ 37.53				\$ 72.81

Multplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (67.5)%

67.50%

FRINGE = HOURLY RATE X FRINGE (9)%

9.00%

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

10.00%

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

1.94

Exhibit B to CAF#202

(Rev. 03/20/14)

Professional Services Agreement

EXHIBIT B
SALARY COSTS

Project No.:
Project Title: Southport Phase IX-B
Consultant/Sub Consultant Name: Keith And Associates

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.90	=	MAXIMUM BILLING RATE (\$/HR)
Bt. Project Manager	\$ 86.20				\$ 249.88
Project Manager	\$ 61.26				\$ 177.65
Construction Manager	\$ 56.16				\$ 162.86
Assist. Project Manager	\$ 51.05				\$ 148.05
Project Engineer	\$ 40.84				\$ 118.44
Doc. Controls Admin.	\$ 25.53				\$ 74.04
Senior RPR	\$ 45.85				\$ 133.26
RPR Inspector	\$ 40.84				\$ 118.44
RPR Junior Inspector	\$ 30.63				\$ 88.83
Cost / Contracts Controls	\$ 35.74				\$ 103.65
Construction Admin	\$ 25.53				\$ 74.04
Administrative Assistant	\$ 20.42				\$ 59.22
Bt. Professional Eng. (PE)	\$ 76.58				\$ 222.08
Design Engineer II	\$ 45.85				\$ 133.26
Design Engineer I	\$ 30.63				\$ 88.83
Prof'l Surveyor (PSM)	\$ 51.05				\$ 148.05
Surveyor I	\$ 28.59				\$ 82.81
Surveyor II	\$ 28.80				\$ 112.52
CADD Operator/Technician	\$ 20.42				\$ 59.22
GIS Specialist	\$ 37.00				\$ 107.30
Senior Permit Expeditor	\$ 61.26				\$ 177.65
Permit Expeditor	\$ 40.84				\$ 118.44
Senior Planner	\$ 51.05				\$ 148.05
Planner	\$ 30.63				\$ 88.83
Senior Utility Coordinator	\$ 51.05				\$ 148.05
Utility Coordinator	\$ 30.63				\$ 88.83
Utility Technician	\$ 20.42				\$ 59.22

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (135.8)%

135.60%

FRINGE = HOURLY RATE X FRINGE (30.15)%

30.15%

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (9.13)%

9.13%

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

2.90

Professional Services Agreement

EXHIBIT B

SALARY COSTS

Project No.:
Project Title: Southport Phase IX-B
Consultant/Sub Consultant Name: S & F Engineers, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.94	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$ 60.00				\$ 176.40
Senior Project Manager (Licensed)	\$ 52.00				\$ 152.88
Senior Project Manager	\$ 42.00				\$ 123.48
Project Manager (Licensed)	\$ 47.00				\$ 138.18
Project Manager	\$ 37.50				\$ 110.25
Senior Engineer/Arch (Licensed)	\$ 45.00				\$ 132.30
Engineer/Architect (Licensed)	\$ 42.00				\$ 123.48
Senior Designer	\$ 33.00				\$ 97.02
Graduate Designer/Architect	\$ 30.00				\$ 88.20
Intern/Analyst	\$ 26.50				\$ 77.91
Senior Technician (CADD)	\$ 28.00				\$ 82.32
Technician (CADD)	\$ 24.00				\$ 70.56
Inspections Manager	\$ 35.00				\$ 102.90
Senior Inspector	\$ 35.00				\$ 102.90
Inspector	\$ 28.00				\$ 82.32
Administrative	\$ 25.00				\$ 73.50

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110)% 110.00%

FRINGE = HOURLY RATE X FRINGE (40)% 40.00%

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10)% 10.00%

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

2.94

Professional Services Agreement

EXHIBIT B

SALARY COSTS

Project No.:

Project Title:

Southport Phase IX-B

Consultant/Sub Consultant Name: TLC Engineering For Architecture

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.78	=	MAXIMUM BILLING RATE (\$/HR)
Director	\$ 69.71				\$ 193.79
Senior Engineer, Manager	\$ 53.05				\$ 145.15
Project Engineer, Manager	\$ 42.54				\$ 118.26
Engineer, Specialist	\$ 36.00				\$ 100.08
Graduate Engineer, Designer, Admin	\$ 28.85				\$ 80.20
Technician, Secretary, Intern, Cleric	\$ 21.05				\$ 58.52

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.89)%

100.89%

FRINGE = HOURLY RATE X FRINGE (45.44)%

45.44%

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

10.00%

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

2.78

Exhibit B to CAF#202
(Rev. 03/20/14)

Professional Services Agreement
EXHIBIT B
SALARY COSTS

Project No.:
Project Title: Southport Phase IX-B

Consultant/Sub Consultant
Name: URS Corporation Southern

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 2.55	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$ 88.04				\$ 250.00
Project Manager	\$ 81.00				\$ 206.55
Pavement Specialist	\$ 69.00				\$ 175.95
Senior Engineer	\$ 73.00				\$ 186.15
Engineer	\$ 50.00				\$ 127.50
Senior Technician	\$ 35.00				\$ 89.25
Junior Technician	\$ 27.00				\$ 68.85
Senior Scientist	\$ 60.00				\$ 153.00
Environmental Specialist	\$ 37.00				\$ 94.35
Secretary/Clerical	\$ 24.00				\$ 61.20

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (89.847)% 89.85%
FRINGE = HOURLY RATE X FRINGE (42.030)% 42.03%
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10.000)% 10.00%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +
PROFIT) / HOURLY RATE 2.55

Exhibit B to CAF#202
(Rev. 03/20/14)

Reimbursable Service expenses

Task #	Description	Unit Cost	Unit Modifier
4.00	Water Quality Testing	\$75.00	
4.01	Aluminum (Al)	.	SAMPLE
4.02	Copper (Cu)	.	SAMPLE
4.03	Chromium (Cr)	.	SAMPLE
4.04	Lead (Pb)	.	SAMPLE
4.05	Zinc (Zn)	.	SAMPLE
4.06	Mercury (Hg)	.	SAMPLE
4.07	Arsenic (As)	.	SAMPLE
4.08	Oil & Grease	.	SAMPLE
4.09	Polynuclear Aromatic Hydrocarbons (PAH)	.	SAMPLE
4.10	Total Nitrogen	.	SAMPLE
4.11	Total Phosphorous	.	SAMPLE
4.12	Seawater Digestion/Extraction		SAMPLE
7.00	Turbidimeter	\$25.00	HR
8.00	Hydrolab	\$50.00	HR
16.00	Photocopies Black & White	\$0.05	COPY
17.00	Photocopies Color	\$0.15	COPY
19.00	Federal Express	TBD	
20.00	Test Holes - Pervious (\$290.00/each)		10
21	Test Holes - Impervious (\$440.00/each)		20
	Yard Area - 36 SPT Borings to a Depth of 35 Feet (1260 Feet)	\$12.00	Per Foot
	Site Structures		
	High Mast Lighting (10) - 3 SPT Borings to a Depth of 75' (225 Feet)	\$15.00	Per Foot
	Entrance Facility (2) 9 SPT Borings to a Depth of 45' (405 Feet)	\$12.00	Per Foot
	Stormwater Area - 6 Auger Borings to a Depth of 25' (150 Feet)	\$10.00	Per Foot
	Roadway - 20 Augers to a Depth of 5' (100 Feet)	\$10.00	Per Foot
	Roadway - 5 Augers to a Depth of 15' (75 Feet)	\$10.00	Per Foot
	Misc. Features - 10 Auger Borings to a Depth of 15' (150 Feet)	\$10.00	Per Foot
	Exfiltration/Hydraulic Conductivity/Permeability Tests	\$300.00	Per Test
	Collection of 6 Bulk Samples for LBR/CBR Testing	\$75.00	Per Hour
	Limerock/California Bearing Ratio Tests (LBR/CBR)	\$250.00	Each
	Plastic Limit and Plasticity Index of Soils Test (Atterberg Limit)	\$100.00	Each
	Soil Organic Content Testing (Includes Moisture Content Test)	\$50.00	Each
	Moisture Content Test	\$25.00	Each

<u>Task #</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Unit Modifier</u>
	Full Sieve Grain Size Soil Gradation Test (Does Not Include 200 Wash)	\$75.00	Each
	200 Wash Soil Gradation Test	\$50.00	Each
	Proctor Test (AASHTO T-99 or T-180 Method)	\$75.00	Each
	Concrete Cylinder Testing (Includes Casting, Curing, Breaking, Etc.)	\$75.00	Each
	Density Test - Utilities Trench Backfill	\$20.00	Each
	Density Test - Proof Roll	\$20.00	Each
	Density Test - Stabilized Subbase	\$20.00	Each
	Density Test - Base Course (2 Lifts)	\$20.00	Each
	Density Test - Miscellaneous	\$20.00	Each

EXHIBIT C

LETTERS OF INTENT

[Applicable when Agreement has assigned CBE goals]

CONSULTANT represents that the CBE participants referenced in the attached Letters of Intent have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subcontractors is true and correct to the best of his/her knowledge.

(Attached)



Letter of Intent CBE

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER (Form to be completed and signed for each CBE firm)

Solicitation Number: Project Title:

R1171027P1	Engineering & Design Services Southport Phase IX Container Yard (N&M)
------------	---

Proposer/Offeror Name: MEA Architects, Inc.

Address: 3070 NW South River Drive City: Miami State: FL Zip: 33142

Authorized Representative: Bruce E. Rance Phone: (305) 461-2053

CBE Subcontractor/Supplier Name: The Chappell Group, Inc.

Address: 714 East McNab Road City: Pompano Beach State: FL Zip: 33060

Authorized Representative: Sarah D. Chappell Phone: (954) 752-1908

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

Work to be performed by CBE Firm

Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Environmental Engineering	641310		7%

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

CBE Subcontractor/Supplier Authorized Representative

(Signature) Sarah D. Chappell (Title) President (Date) 1/20/14
Proposer/Offeror Authorized Representative
(Signature) [Signature] (Title) President (Date) 01/20/2014

* Visit <http://www.cenbus.gov/naics/www.naics.gov> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that proposer/offer include a dollar amount in its bid-offer.
In the event the proposer/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.

CBE Letter of Intent July 2012

BEA



Letter of Intent CBE

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER (Form to be completed and signed for each CBE firm)

Solicitation Number: Project Title:

R1171027P1	Engineering & Design Services Southport Phase IX Container Yard (NSM)
------------	---

Proposer/Offeror Name: BEA Architects, Inc.

Address: 3576 NW South River Drive, City: Miami State: FL Zip: 33142

Authorized Representative: Bruno E. Ramos Phone: (305) 461-2053

CBE Subcontractor/Supplier Name: Curtis & Rogers Design Studio, Inc.

Address: 3440 Hollywood Blvd., Suite 415 City: Hollywood State: FL Zip: 33021

Authorized Representative: Jean C. Lee Phone: (850) 241-4213

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

Work to be performed by CBE Firm

Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Landscape Architecture	541320		1%

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

CBE Subcontractor/Supplier Authorized Representative

	Principal	1-21-14
(Signature)	(Title)	(Date)
	President	01/23/2014
(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 proposer/offer include a dollar amount in its bid-offer.
In the event the proposer/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.



Letter of Intent CBE

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER (Form to be completed and signed for each CBE firm)

Solicitation Number: Project Title:

R1171027P1	Engineering & Design Services Southport Phase IX Container Yard (N&M)
------------	---

Proposer/Offeror Name: BFA Architects, Inc.

Address: 3075 NW South River Drive City: Miami State: FL Zip: 33142

Authorized Representative: Bruno E. Ramos Phone: (305) 461-2053

CBE Subcontractor/Supplier Name: Keith & Associates, Inc.

Address: 301 East Atlantic Boulevard City: Pompana Beach State: FL Zip: 33060

Authorized Representative: Phone: (954) 788-3400

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Civil Engineering	541330		12%
AND Surveying	541370		
AND Subsurface Utility Engineering	541370		

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

CBE Subcontractor/Supplier Authorized Representative

[Signature] Executive Vice President 1/21/2014
(Signature) (Title) (Date)
Proposer/Offeror Authorized Representative
[Signature] President 01/20/2014
(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 proposer/offer include a dollar amount in its bid/offer.
In the event the proposer/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.
CBE Letter of Intent July 2012

BEA



Letter of Intent CBE

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER (Form to be completed and signed for each CBE firm)

Solicitation Number: Project Title:

R1171027P1	Engineering & Design Services Southport Phase IX Container Yard (NSM)
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Proposer/Offeror Name: BEA Architects, Inc.

Address: 3075 NW South River Drive City: Miami State: FL Zip: 33142

Authorized Representative: Bruno E. Ramos Phone: (305) 461-2050

CBE Subcontractor/Supplier Name: S&F Engineers, Inc.

Address: 2925 West Cypress Creek Road, Suite 200 City: El Lauderdale State: FL Zip: 33309

Authorized Representative: Sivaraman Sathiyamoorthy, PE Phone: 954-938-0620

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Structural Engineering	541330		4%
AND Inspections	541330		

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

CBE Subcontractor/Supplier Authorized Representative

	President	01/21/2014
(Signature)	(Title)	(Date)
	President	01/20/2014
(Signature)	(Title)	(Date)

* Visit <http://www.census.gov/ipeds/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that proposer/offer include a dollar amount in its bid/offer.

In the event the proposer/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.

CBE Letter of Intent July 2012

Professional Services Agreement

EXHIBIT C-1

SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: RFP # R1171027P1
Project Title: Engineering and Design Services Southport Phase IX Container Yard
Facility Name: Port Everglades

No.	Firm Name	Discipline
1.	The Chappell Group, Inc.	Environmental Engineering
2.	Curtis & Rogers Design Studio, Inc.	Landscape Architecture
3.	Keith & Associates, Inc.	Land Side Civil Engineering, Land Surveying and Inspections
4.	S & F Engineers, Inc.	Structural Engineering and Inspections
5.	TLC Engineering for Architecture	Mechanical, Electrical, Plumbing, Fire Protection and LEED
6.	URS Corporation Southern	Marine Civil Engineering and Inspections
7.	Florida Engineering and Testing, Inc.	Construction Inspection and Testing



CERTIFICATE OF LIABILITY INSURANCE

BEAAR-1

OP ID: S3

DATE (MM/DD/YYYY)
05/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Celedinas Ins. Gp.-Miami 1441 Brickell Ave Ste 1400 Miami, FL 33131 Marivel Andreu		Phone: Fax:	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED BEA Architects, Inc. 3075 NW South River Dr Miami, FL 33142		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : The Hartford Insurance Co.		19682
		INSURER B : Employers Preferred Ins. Co.		10346
		INSURER C : Landmark American Ins. Co.		33138
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			21SBMBT7561	08/26/2013	08/26/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/PO AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Ded \$ 0
A	<input type="checkbox"/> AUTOMOBILE LIABILITY			21SBMBT7561	08/26/2013	08/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		21SBMBT7561	08/26/2013	08/26/2014	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EIG-1675599-00	05/07/2014	05/07/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			LHR741108	09/09/2013	09/09/2014	Limit 2,000,000
	Ded: \$10,000						Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Southport Phase IX Container Yard Design RFP R1171027P1
 Certificate holder is included as additional insured for general liability and auto liability for work performed by the named insured if agreed to by written contract or agreement prior to loss. Subject to terms and conditions of the policy. Umbrella policy is following form

CERTIFICATE HOLDER

CANCELLATION

Broward County Mike Saltzman-PE 115 South Andrews Ave Fort Lauderdale, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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