

AGREEMENT

Between

BROWARD COUNTY

and

THE JW GROUP, INC.

for

AIRPORT SPECIFIC INFORMATION TECHNOLOGY CONSULTANT SERVICES

FOR BROWARD COUNTY OWNED AIRPORTS

IN BROWARD COUNTY, FLORIDA

RLI # R1043202R1

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THE JW GROUP, INC.

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INFORMATION TECHNOLOGY CONSULTANT SERVICES FOR

BROWARD COUNTY OWNED AIRPORTS

IN BROWARD COUNTY, FLORIDA

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

and

THE JW GROUP, INC. a Pennsylvania corporation, its successors and assigns, hereinafter referred to as "Consultant."

WHEREAS, Broward County owns the Fort Lauderdale-Hollywood International Airport and the North Perry Airport; and

WHEREAS, the Broward County Aviation Department has the function and responsibility to manage, operate, and maintain the aforementioned airports on behalf of the County; and

WHEREAS, the County desires a consultant to provide Information Technology Consultant Services, as and when authorized, pursuant to this Agreement;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, County and Consultant agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the 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, attachments, and documents that are expressly incorporated by reference.
- 1.2 Airport means the Fort Lauderdale-Hollywood International Airport (FLL) and the North Perry Airport (HWO), both of which are located in Broward County, Florida, as described in their respective Master Plans, including such additional property that may be acquired to implement development as described therein.
- 1.3 Aviation Department or BCAD means the Broward County Aviation Department (BCAD) or any successor agency.
- 1.4 Board or Commission means the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.5 Consultant means The JW Group, Inc., the firm selected to perform the services pursuant to this Agreement, its successors and assigns.
- 1.6 Contract Administrator means the Director of the Broward County Aviation Department, or his or her designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly designated as Contract Administrator in writing by the County Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator, provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.7 County means the Broward County, a body corporate and politic and a political subdivision of the state of Florida.
- 1.8 County Administrator means the administrative head of the County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.9 County Attorney means the chief legal counsel for County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.10 County Business Enterprise ("CBE") means 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 (OESBD).

- 1.11 Lump Sum means when the method of compensation is that of "Lump Sum" such phrase means that Consultant shall perform or cause to be performed the described services for total compensation in the stated amount.
- 1.12 Master Plan means the then current Master Plan or Master Plan Update for each Airport, as it may be updated from time to time.
- 1.13 Maximum Amount Not-To-Exceed means when the method of compensation is that of "Maximum Amount Not-To-Exceed" or "Maximum Not-To-Exceed Amount" such phrase means that Consultant shall perform or cause to be performed all services during the period set forth for total compensation based on actual hours and costs incurred, in the amount of, or less than, the stated amount.
- 1.14 Notice to Proceed means a written notice to proceed, authorizing the Consultant to commence work under a Work Authorization issued in accordance with this Agreement. The written Notice to Proceed that authorizes the Consultant to commence work under this Agreement shall be issued by the Contract Administrator. The written Notice(s) to Proceed for subsequent phases or tasks shall be issued by the Contract Administrator.
- 1.15 Project means the services described in **Exhibit A** as may be authorized by a Work Authorization.
- 1.16 Scope of Services means the services described in **Exhibit A** as may be authorized by a Work Authorization.
- 1.17 Subconsultant means a firm, partnership, corporation, independent contractor (including 1099 individuals) or combination thereof having a direct contract with the Consultant for all or any portion of the advertised services.
- 1.18 Work Authorization means a properly executed document authorizing Consultant to perform services as described in the Work Authorization and detailing the terms of payment, scope of services, and task schedule in accordance with Section 3.9, hereto.

ARTICLE 2 PREAMBLE

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

- 2.1 This Agreement is funded with County funds, which may include Passenger Facility Charges ("PFC's") and/or airport revenue bonds. **This is a non-exclusive agreement.**

Award of this Agreement does not guarantee any work will be authorized. A failure by the County to authorize any work under this Agreement or any Notice to Proceed shall not be deemed a breach of this Agreement. County may utilize the services of the Consultant, or any other consultant to perform any services within the Scope of Services described in this Agreement and its exhibits, in its sole discretion.

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

ARTICLE 3 SCOPE OF SERVICES

- 3.1 Consultant's services may consist of any phases and tasks set forth in **Exhibit A** as authorized by a Work Authorization, including all necessary, incidental, and related activities and services. If the County determines in its sole and exclusive discretion that such additional work may be included in this Agreement, then subject to negotiation and agreement of the parties as to the terms thereof, any such additional work shall be reflected in an amendment to this Agreement. Consultant acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement, except as expressly set forth in the Broward County Procurement Code (Chapter 21, Broward County Administrative Code) and this Agreement. During the performance of services under this Agreement, Consultant shall communicate and coordinate with County staff, other County consultants, and other stakeholders, and Consultant shall give due consideration to such input, as appropriate.
- 3.2 Consultant and County acknowledge that the Scope of Services in any Work Authorizations issued pursuant to this Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete a Work Authorization. If, during the course of the performance of the services under a Work Authorization, Consultant determines that additional work should be performed to complete the task covered by the Work Authorization which, in the Consultant's opinion, is outside the level of effort originally anticipated, whether or not the Scope of Services of the Work Authorization identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the additional work. If Consultant proceeds with said work without notifying Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Work Authorization. Notice to Contract Administrator does not constitute authorization or approval by County to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written County approval is at Consultant's sole risk.
- 3.3 County and Consultant acknowledge that **Exhibit A** and any Work Authorizations issued thereunder are for services related to the Project. The County may elect to negotiate for

additional services needed for the Project that are beyond those described in the Scope of Services described in **Exhibit A**. The County may procure said additional services from another vendor or consultant or the County may negotiate with the Consultant for additional scopes of services, compensation, time of performance and other related matters at County's sole option. County shall have the right at any time to immediately terminate any negotiations with Consultant for additional services at no cost to County and procure services from another source. Nothing in these provisions or this Agreement shall in any way be deemed to obligate the County to procure additional services from Consultant. In addition, the County shall have the right, at its sole and exclusive discretion, to terminate any one or more tasks described in **Exhibit A** from this Agreement, and to procure services from another source. In such event: (i) Consultant shall be paid for services performed through the date of termination, subject to other applicable provisions hereof; and (ii) any phases or tasks not terminated by such written notice shall continue to be covered by this Agreement.

- 3.4 **Codes/Regulations:** Consultant, as it relates to the services required to be performed under this Agreement, represents and acknowledges to the County that it and its subconsultants are knowledgeable as to any and all codes, rules and regulations applicable in the jurisdictions in which the Project is located and the funding sources for the Project, including without limitation, County and local ordinances and codes, Florida laws, rules, regulations and grant requirements, and Federal laws, rules, regulations, advisory circulars and grant requirements, including without limitation, PFC requirements, requirements of the Americans with Disabilities Act, and requirements of the Federal Aviation Administration ("FAA"), and the Federal Transportation Security Administration ("TSA") and the Florida Department of Transportation ("FDOT"). In the performance of services under this Agreement, the Consultant and its subconsultants shall comply with all such laws, codes, rules, regulations, advisory circulars and requirements now in effect and as may be amended or adopted at any time during the term of this Agreement, and shall further take into account in the performance of its services hereunder, all known or publicly announced pending changes to the foregoing. The Consultant and its subconsultants shall provide any and all certifications to the County as to compliance with such laws, codes, rules, regulations, advisory circulars and requirements, as may be required by any governmental body, including FAA, TSA, FDOT and County agencies, or as may be requested by the Aviation Department. The Consultant shall insert all required FAA, TSA and FDOT provisions in its subconsultant agreements for the Project. Consultant shall review all documents for conflicts between the rules, regulations and codes, and provide a summary report of any conflicts and recommend a solution for review and approval by the Contract Administrator. The Consultant will incorporate the provisions of this Section without modification into all agreements with its subconsultants.
- 3.5 **Licensing:** Consultant represents that it and its subconsultants are experienced and fully qualified to perform the services contemplated by this Agreement, and that it and its subconsultants are properly licensed pursuant to all applicable laws, rules and regulations to perform such services.

- 3.6 **Knowledge and Skills:** Consultant represents that it and its subconsultants have the knowledge and skills, either by training, experience, education, or a combination thereof, to completely and competently perform the duties, obligations, and services to be provided pursuant to this Agreement and to provide and perform such services to County's satisfaction for the agreed compensation.
- 3.6.1 Consultant shall perform its duties, obligations, and services under this Agreement in a skillful, professional, and respectable manner, and shall cause its subconsultants to also perform their duties, obligations and services under this Agreement in a skillful and respectable manner.
- 3.6.2 The quality of Consultant's and its subconsultants' performance and all interim and final product(s) provided to or on behalf of County shall be comparable to accepted local practices and national standards.
- 3.6.3 Nothing in this Agreement shall relieve the Consultant of its prime and sole responsibility for the performance of the work under this Agreement. In addition to all other rights and remedies that County may have under this Agreement, Contract Administrator may require the Consultant to correct any deficiencies which result from Consultant's failure to perform in accordance with the above standards.
- 3.7 In order to avoid a duplication of effort or expense, Consultant agrees to utilize any County provided information, including but not limited to, plans, specifications, information, data, reports or analyses that may be prepared or generated by other consultants retained by the County that may be required in connection with Consultant's services hereunder, subject to Consultant's independent review and revalidation, if necessary. In addition, County may provide any plans, specifications or any information, obtained or prepared by Consultant, including, but not limited to data, reports or analyses to other consultants retained by the County or to any other party. Consultant shall perform due diligence in connection with the use of such information.
- 3.8 The County shall have the right at any time and in its sole discretion to submit for review to consulting engineers or consulting architects or other consultants engaged by the County, any or all parts of the work performed by the Consultant and the Consultant shall cooperate fully in such review.
- 3.9 **Work Authorizations** - All services identified in **Exhibit A** are services that may be authorized from time to time and at any time during the term of this Agreement pursuant to Work Authorizations in accordance herewith. The aggregate amount of all Work Authorizations issued under this Agreement may not exceed Three Hundred Fifty Thousand Dollars (\$350,000.00). The issuance of any Work Authorization under this Agreement shall be subject to the Maximum-Not-To-Exceed or Lump Sum amounts established in the Work Authorization. In the event that any open Work Authorization is terminated by the Contract Administrator, the Consultant shall be paid for all work

completed to that point, but in no case shall exceed the amount authorized under the Work Authorization.

3.9.1 Each Work Authorization shall be subject to the approval of the Broward County Board of County Commissioners, Purchasing Director, or Contract Administrator, as appropriate pursuant hereto, and Work Authorizations shall be in a format similar to the samples attached in **Exhibits D, D-1 and D-2**. Before any service is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with a written proposal for all charges expected to be incurred for such service. The foregoing information, together with any other information requested by the Contract Administrator, which proposal shall be reviewed by the Contract Administrator and the Consultant and a final amount for Consultant's compensation shall be approved as follows:

3.9.1.1 Work Authorizations which will cost the County Thirty Thousand Dollars (\$30,000.00) or less, may be approved and signed by the Contract Administrator and the Consultant, using the Work Authorization form attached hereto as **Exhibit D**.

3.9.1.2 Work Authorizations which will cost the County One Hundred Thousand Dollars (\$100,000.00) or less (but for which the cost will be greater than Thirty Thousand Dollars (\$30,000.00)) may be signed by the County's Purchasing Director and shall be prepared using the form attached hereto as **Exhibit D-1**. Work Authorizations which will cost the County more than One Hundred Thousand Dollars (\$100,000.00) shall be signed by the Board using the Work Authorization form attached hereto as **Exhibit D-2**. Each Work Authorization must be signed by the Consultant.

3.9.1.3 Any charges in excess of the amount approved in the original Work Authorization shall require a modification thereto approved by Contract Administrator, Purchasing Director, or Board as follows: Contract Administrator shall sign in instances where the cumulative total of the modifications to the respective Work Authorization (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 to the respective Work Authorization (the amount approved in the original Work Authorization plus the modifications thereto) is One Hundred Thousand Dollars or less, but exceeds Thirty Thousand Dollars (\$30,000.00). The Board shall sign in those instances where the cumulative total of the modifications to the respective Work Authorization (the amount approved in the original Work Authorization plus the modifications thereto) exceeds One Hundred Thousand Dollars (\$100,000.00). Notwithstanding anything contained in this subsection, Consultant's compensation shall not exceed the amount approved in the

Work Authorization unless such additional amount received the prior written County approval as outlined above. In the event County does not approve an increase in the amount, and the need for such action is not the fault of Consultant, the authorization shall be terminated, and Consultant shall be paid in full for all work completed to that point, but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

3.9.2 All Work Authorizations shall contain, at a minimum, the following information and requirements:

3.9.2.1 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.

3.9.2.2 A budget establishing the amount of compensation, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of Contract Administrator is obtained. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

3.9.2.2.a Salary costs in effect at the time of negotiation for each Work Authorization shall remain in effect throughout the life of the Work Authorization, regardless of authorized Consumer Price Index (CPI) increases at the time of any amendment or Consultant's annual salary increases.

3.9.2.2.b With respect to any Maximum Not-To-Exceed service item, if additional work is required over the amount set forth in the Work Authorization, any additional compensation must be reflected in an amendment to the Work Authorization signed by the Contract Administrator, the Purchasing Director, or the Board, as appropriate. In the event the County does not approve an increase in the amount, and the need for such action is not the fault of the Consultant, the authorization shall be terminated and Consultant shall be paid in full for all work completed to that point, but, in no case, shall the Maximum-Not-To-Exceed amount be exceeded.

3.9.2.3 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. Pursuant to the

Administrative Code, Section 21.31.g., a Work Authorization shall not extend a contract beyond the contract term without the approval of the Board.

3.9.2.4 Any other additional instructions or provisions relating to the work authorized pursuant to this Agreement.

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

3.9.3 Subsequent to Contract's Administrator's issuance of a Work Authorization, Contract Administrator will issue a Notice to Proceed for authorized services. The Consultant shall not commence such work until after receipt of the Contract Administrator's Notice to Proceed.

3.9.4 At the conclusion of the term of this Agreement, no further Work Authorizations shall be issued. The Consultant shall be required to complete all services under Work Authorizations in accordance with the schedule for completion for each then outstanding Work Authorization; provided however, that (i) changes or modifications to outstanding Work Authorizations may be made in accordance with this Article for services within the scope of any Work Authorization, and (ii) in any event each Work Authorization issued hereunder shall not extend beyond the contract term. Pursuant to the Administrative Code, Section 21.31.g., a Work Authorization shall not extend a contract beyond the contract term without the approval of the Board.

3.10 During the performance of services under any Work Authorization, Consultant shall communicate and coordinate with County staff, other County consultants, and other stakeholders, as appropriate, and Consultant shall give due consideration to any such input in Consultant's analysis, as appropriate.

ARTICLE 4 TERM, TIME FOR PERFORMANCE, LIQUIDATED DAMAGES

4.1 The term of this Agreement shall be for the period beginning on the date of execution of this Agreement by the Broward County Board of Broward County Commissioners and ending on the third (3rd) year anniversary of the date of execution. At its option, the County may renew this Agreement for two (2) additional one (1) year periods. As used in this Agreement, "Term" shall mean the aforesaid three (3) year period, as it may be renewed for the optional two (2) one (1) year periods, provided that either party shall have the right to terminate this Agreement as provided in Section 10.2. Notwithstanding the foregoing, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes, as it may be amended from time to time. Each one (1) year option to renew may be exercised by the County's Director of Purchasing by written notice of renewal to Consultant.

- 4.2 Consultant shall only perform the services described in **Exhibit A** by way of a Work Authorization within the time periods specified in such Work Authorization. Such time periods shall commence from the date of the Notice to Proceed for the Work Authorization.
- 4.3 Time of the Essence. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.
- 4.4 All services performed under this Agreement shall only be performed by way of a Work Authorization issued pursuant hereto. Prior to the commencement of any services under a Work Authorization, Consultant must receive a written Notice to Proceed from the Contract Administrator. The Contract Administrator may, at his or her sole option, require Consultant to submit itemized deliverables/documents for the Contract Administrator's review, prior to Consultant proceeding with a subsequent phase or task under a Work Authorization. The Consultant acknowledges and agrees that (1) the services covered by this Agreement is one of several projects being administered at the Airport; (2) there must be coordination in the scheduling and implementation of all projects being administered at the Airport; and (3) in some circumstances, the commencement of certain phases or tasks associated with one or more of the projects will be tied to the completion of, or the schedules of, one or more phases or tasks of other projects. Accordingly, the Consultant acknowledges and agrees that the Contract Administrator may suspend work under a Work Authorization described by this Agreement, or refuse to issue a Notice to Proceed under a Work Authorization if such is deemed necessary in the coordination of other projects or in the implementation and scheduling of any other project. The parties acknowledge that, due to the nature and complexity of the Airport projects, the Work Authorization schedule may require revision based upon subsequent circumstances. Therefore, the Work Authorization schedule may be revised with the prior written consent of the Contract Administrator. The Contract Administrator retains the final discretion to adjust the Work Authorization schedule or not.
- 4.5 In the event Consultant is unable to complete any services identified in any Work Authorization because of delays resulting from untimely review by County or other governmental authorities having jurisdiction, 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. In the event that specific phases or tasks under a Work Authorization are delayed by the Aviation Department pursuant to Section 4.4, the Consultant's time to complete services will be adjusted as appropriate, subject to the Contract Administrator approval. During any phase or task, the Contract Administrator may suspend the services of Consultant in total or on any one phase or task. Should this occur, then Consultant will be paid for the services rendered through the time of the receipt of written notice of suspension by the

Consultant from the Contract Administrator. The schedule, if services are resumed, shall be appropriately adjusted in the Contract Administrator's discretion.

- 4.6 In the event Consultant fails to complete any phases or tasks of services identified in any approved Work Authorization on or before the applicable time for performance, Consultant shall pay to County the sum of Two Hundred Fifty Dollars (\$250.00) for each calendar day after the specified time for performance established in the Work Authorization, plus approved time extensions thereof pursuant to Section 4.5, until completion of the phase or task.

These amounts are not penalties but are liquidated damages to County due to Consultant's failure or inability to provide timely services, or proceed with, and complete the applicable tasks or services in a timely manner pursuant and in accordance with established scheduling. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Consultant to complete the respective phases or tasks within the applicable time for performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.10, INDEMNIFICATION OF COUNTY.

ARTICLE 5 COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

5.1.1 Maximum Compensation Payable to Consultant.

During the Term (which includes all renewal periods described in Section 4.1, if exercised by the County) the total cumulative amount authorized for all Work Authorizations (including all compensation and Reimbursable Expenses) issued under this Agreement to Consultant shall be limited to Three Hundred Fifty Thousand Dollars (\$350,000.00).

- 5.1.2 It is understood that the method of compensation is that of Maximum-Not-To-Exceed or Lump Sum, as specified in the Work Authorizations. For tasks or phases noted as Maximum-Not-To-Exceed amounts, Consultant shall perform all services set forth for total compensation in the amount of, or less than, that stated above. For tasks or phases noted "Lump Sum," Consultant shall perform all services for the total compensation amount stated for such task or item. The maximum hourly rates payable by County for each of Consultant's employee categories are shown on Exhibit B.

5.2 SALARY COSTS

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

subconsultant(s), then Consultant shall bill all "Lump Sum" subconsultant fees as Salary Costs with no "markup." Likewise, Consultant shall bill, without markup all other subconsultant fees using the employee categories for Salary Costs on **Exhibit B** and Reimbursables defined in Section 5.3. All subconsultant Reimbursables shall be billed in the actual amount paid by Consultant. Subconsultant Salary Costs shall be billed to County in the actual amount paid by Consultant.

- 5.2.4 Consultant certifies as of the date of this Agreement that all rates and multipliers set forth in **Exhibit B** are within an acceptable range (reflective of inflationary factors) as those rates and multipliers in other contracts that Consultant has either with the County or as a subconsultant under a County contract.

5.3 REIMBURSABLES

- 5.3.1 In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses that are directly attributable to the services to be performed under this Agreement ("Reimbursables") will be charged at actual cost, shall be in accordance with **Attachment III**, shall be limited to the following, and must be specifically authorized by a Work Authorization. Total Reimbursable Expenses under this Agreement shall not exceed the limit established by Section 5.1.1:

5.3.1.1 Identifiable transportation expenses in connection with the services under the Work Authorization, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses from locations inside the Dade-Broward-Palm Beach County area to locations inside the Dade-Broward-Palm Beach County area will not be reimbursed. Transportation expenses to locations outside the Dade-Broward-Palm Beach County area or from locations outside the Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

5.3.1.2 Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for Consultant's personnel, subject to the limitations of Section 112.061, Florida Statutes and **Attachment III**, hereof. Meals for Class C travel inside the Tri-County area (Dade-Broward-Palm Beach County) will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating Consultant's employees from one of Consultant's offices to another office if the employee is relocated for more than (10) consecutive working days.

5.3.1.3 Identifiable communication expenses must be approved by Contract Administrator.

- 5.3.1.4 Cost of printing, reproduction or photography which is required by or of Consultant to deliver services set forth in the Work Authorization.
- 5.3.1.5 Any other Reimbursables identified as such in a Work Authorization.
- 5.3.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses and when authorized by a Work Authorization.
- 5.3.3 A detailed statement of expenses must accompany any request for reimbursement. Expenses other than automobile travel must be documented by paid receipts or other evidence of payment acceptable to the Contract Administrator.
- 5.3.4 It is acknowledged and agreed by Consultant that the dollar limitation for Reimbursables as set forth in a Work Authorization is a limitation upon, and describes the maximum extent of, County's obligation to reimburse Consultant for such Reimbursables, but does not constitute a limitation, of any sort, upon Consultant's obligation to incur such expenses in the performance of services as described in a Work Authorization. If County or Contract Administrator requests Consultant to incur expenses not contemplated in the amount for Reimbursables as established in a Work Authorization, Consultant shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be subject to approval by the Contract Administrator and must be authorized prior to incurring such expenses, by amendment to the applicable Work Authorization.

5.4 METHOD OF BILLING

- 5.4.1 Pay requests shall be made in a timely manner within ninety (90) days for all services performed. A Project status report, in a format acceptable to the Contract Administrator, shall be submitted with each pay application. Pay applications for any service that has been authorized by a Work Authorization shall be submitted only after the service has been completed and acceptable deliverables, as determined by County, have been provided. Billings based on hourly rates shall be supported by timesheets signed by the employees and shall be completed in their entirety including all billable and leave hours. The timesheets shall indicate the nature of the work and tasks, and number of hours worked. Meal breaks and travel time to and from the jobsite are not billable. Billings shall also indicate the amount of CBE participation for the billing period. Subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the work and contain a project or item number and project title which clearly indicates the work is identifiable to the Work Authorization. County will not accept subsequent additions or modifications to the language identifying the project on the pay application or receipt by the Consultant.

- 5.4.2 The Consultant shall submit pay applications in a format designated by Contract Administrator and using all of the forms required by the Contract Administrator and appropriate County offices. Consultant may be required to include a submittal of an electronic copy using software specified by the Contract Administrator and as approved by the appropriate County offices, as well as the number of hard copies required by the Contract Administrator. If required by the Contract Administrator, all costs must be classified and sorted based on the work breakdown structure (WBS) (i.e., cost accounting) provided by the Contract Administrator. When requested, Consultant shall provide detailed backup for past and current pay applications that record actual hours, unit prices, Salary Costs and expense costs on an item basis, and by employee category so that total hours and costs by item may be determined. These records must be made available to the Contract Administrator upon request. For each pay application, the Consultant shall submit an original pay application and the number of copies (with all back-up) specified by the Contract Administrator. When requested, Consultant shall submit certified payroll records for past and current pay applications.
- 5.4.3 Billings shall also indicate the cumulative amount of CBE participation for the period covered by the billing as well as the cumulative amount to date. Consultant shall also submit with each pay application a Certification of Payments to subconsultants and suppliers, using the form attached as **Exhibit C-1** for all subconsultants, including CBE and non-CBE. The certification shall be accompanied by a copy of the notification sent to each subconsultant and supplier listed in item 2 of the form, explaining the good cause why payment has not been made. In addition, the Consultant shall submit with each pay application **Exhibit C-2, "CBE Utilization Report,"** and shall submit with the final pay application, **Exhibit C-3, "Final CBE Utilization Report,"** listing only those subconsultants certified as CBE's to show expenditures made to date to achieve compliance with the assigned goals.
- 5.4.4 All applications for payment shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number and project title which clearly indicates the expense is identifiable to the Work Authorization. Subsequent addition of the identifier to the invoice or receipt by the Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category.

5.5 METHOD OF PAYMENT

- 5.5.1 County shall pay Consultant within thirty (30) calendar days from receipt of Consultant's proper pay application, as required by County's Prompt Payment Ordinance (Section 1-51.6, Broward County Code of Ordinances, as it may be

amended), ninety percent (90%) of the total fees shown to be due on such pay application. When the services to be performed on any phase or task of the Work Authorization are fifty percent (50%) complete, and upon written request by Consultant, the Contract Administrator shall authorize that subsequent payments for each such phase or task shall be increased to ninety-five percent (95%) of the total fees shown to be due on subsequent statements, unless the County has a good faith dispute regarding the services performed. No amount shall be withheld from payments for Reimbursables. To be deemed proper, all pay applications must comply with the requirements set forth in this Agreement. In addition to the foregoing, upon written request from the Consultant, the Contract Administrator may authorize release of retainage to a particular subconsultant when the work of that subconsultant is satisfactorily completed. Any reduction in subconsultant retainage shall be at the sole discretion of the Contract Administrator and shall be in compliance with Broward County and FAA requirements.

- 5.5.2 Upon Consultant's satisfactory completion of any task or phase of the Work Authorization, and after the Contract Administrator's review and approval, and following receipt of all applicable deliverables, County shall remit to Consultant that ten percent (10%) or five percent (5%) portion of the amounts previously withheld from the Work Authorization. A Work Authorization shall not be deemed complete until, at a minimum, all required deliverables for each Work Authorization are completed and, together with all other pertinent information relevant to the work, project or both, that one could reasonably deduce are required, are provided to and accepted by the Contract Administrator.
- 5.5.3 Notwithstanding any provision of this Agreement to the contrary, the Consultant shall not be entitled to payment of any pay application unless the Contract Administrator is satisfied that the pay application reflects a level of effort and stage of completion of the respective deliverables that is in accordance with the schedules previously agreed to by the Consultant and the Contract Administrator, as set forth in the Work Authorization.
- 5.5.4 Payment will be made to Consultant at:
- The JW Group, Inc.
7234 Lancaster Pike, Suite 300D
Hockessin, DE. 19707
- 5.5.5 Except as otherwise provided in Article 9, Consultant shall pay its subconsultants and suppliers within fifteen (15) calendar days following receipt of payment from the County for such subconsultant work or supplies. Consultant agrees that if it withholds an amount as retainage from its subconsultants or suppliers, that it will release such retainage and pay same within fifteen (15) calendar days following receipt of payment of retained amounts from County.

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

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 6.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment executed by the parties hereto, 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.
- 6.3 In the event a dispute between the Contract Administrator and Consultant arise over whether requested services constitute additional services within the scope of services of a Work Authorization and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the Aviation Director for resolution. In the event the Consultant does not agree with the Aviation Director's decision, the Consultant shall promptly present a written complaint with the County's committee which negotiated this Agreement for resolution within seven (7) business days from the date of the Aviation Director's decision. The committee's decision shall be final and binding on the parties. The resolution shall be set forth in a written document in accordance with Section 6.1 above, Article 4, and Article 6, as applicable. During the pendency of any dispute, Consultant shall promptly perform the disputed services.

- 6.4 As provided in Article 9, each amendment to this Agreement that, by itself or aggregated with previous modification requests, increases the initial contract value by ten percent (10%) or more, shall be reviewed by County for opportunities to include or increase CBE participation. Consultant shall demonstrate good faith efforts to include CBE participation in modified work order and shall report such efforts to the Broward County Office of Economic and Small Business Development Division (OESBD).

ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 County shall assist Consultant by placing at Consultant's disposal all information County has available that is pertinent to the Project including previous reports and any other data relative to design or construction of the Project. It is understood and agreed that County, in making reports, site information and documents available to the Consultant is in no way certifying as to the accuracy or completeness of such data, including any information provided in the County's Request for Letters of Interest, RLI #R1043202R1, and any supporting documentation included therein. Any conclusions or assumptions drawn through examination thereof shall be the sole responsibility of the Consultant and subject to whatever measure it deems necessary to final verification essential to its performance under this Agreement.
- 7.2 County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its services.
- 7.3 County shall review the itemized deliverables/documents identified in a Work Authorization and respond in writing with any comment within the time set forth on the approved schedule in the Work Authorization.
- 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 or services.

ARTICLE 8 INSURANCE

- 8.1 To ensure the indemnification obligation contained in Section 10.10 of this Agreement, Consultant shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 8.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement.
- 8.3 Such policy or policies shall be issued by approved companies authorized to do business in the state of Florida and having agents upon whom service of process may be made in

the state of Florida. Consultant shall specifically protect County and the Broward County Board of County Commissioners by naming County and the Broward County Board of County Commissioners as additional insureds under the Comprehensive General or Commercial Liability and Excess Liability (if excess liability coverage is applicable) Insurance policy/policies hereinafter described. The official title of the certificate holder is Broward County. The official title shall be used in all insurance documentation.

8.3.1 Professional Liability Insurance shall be provided with the limits of liability provided by such policy for each claim and on a claims made basis to be no less than (per occurrence) One Million Dollars (\$1,000,000.00), and Two Million Dollars (\$2,000,000.00) aggregate with a maximum deductible of Ten Thousand Dollars (\$10,000.00). The deductible must be indicated on Consultant's Certificate of Insurance. Consultant shall be responsible to pay for all deductibles.

8.3.1.1 Every three (3) months, during the term of this Agreement, Consultant shall provide the County a list of all claims filed or made against the Professional Liability Insurance Policy.

8.3.2 Workers' Compensation Insurance shall be provided to apply for all employees in compliance with Chapter 440, Florida Statutes, as amended, the "Workers' Compensation Law" of the state of Florida and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) for each accident. Note: Election exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement

8.3.3 Comprehensive General or Commercial Liability Insurance shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and One Million Dollars (\$1,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

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

Consultant shall be responsible to pay for all deductibles.

8.3.4 Business Automobile Liability Insurance shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence for non-airside, and Five

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

Owned vehicles, if applicable.
Hired and non-owned vehicles, if applicable.
Employers' non-ownership, if applicable.

Consultant shall be responsible to pay for all deductibles.

- 8.4 Consultant shall provide to County certificate(s) of insurance for all insurance policies required by this Article including any subsection thereunder within fifteen (15) calendar days after execution of this Agreement. Failure to provide County the certificates of insurance within fifteen (15) calendar days shall be the basis for the termination of this Agreement. County reserves the right to require a certified copy of such insurance policies to be provided to the County upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is completed. All certificates and endorsements required herein shall state that County shall be given at least thirty (30) calendar days' notice prior to expiration, cancellation, or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal certificates shall be furnished at least thirty (30) days prior to the date of their expiration. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the acceptance of the Project by the County.
- 8.5 County is to be expressly included as an Additional Insured in the name of Broward County with respect to general liability and excess liability coverages arising out of operations performed for County by or on behalf of Consultant or acts or omissions of Consultant in connection with general supervision of such operations. If Consultant uses a subcontractor, then Consultant shall ensure that subcontractor names County as an additional insured.
- 8.6 In the event Consultant elects to enter in an agreement with any subconsultant to perform work or activities for the Project referenced in this Agreement, Consultant agrees to include in its agreement with the successful subconsultant(s) the insurance requirements determined necessary by the Risk Management Division in accordance with Section 10.7.4. Consultant further agrees to provide County, prior to commencement of any activities, certificates of insurance evidencing subconsultant(s)' compliance with the requirements of this Article.
- 8.7 Right to revise or reject: Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of renewal or amendment to this Agreement, including, but not limited to, deductibles, limits,

coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications affecting the applicability of coverage.

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

ARTICLE 9 EEO AND CBE COMPLIANCE AND PARTICIPATION

- 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 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 CERTIFIED BUSINESS ENTERPRISE (CBE)

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

The County shall have the right to review each proposed amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Agreement price by ten percent (10%) or more, for opportunities to include or increase the participation of CBE firms already involved in this Agreement. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.

- 9.3** The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. Consultant understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. In an effort to assist County in achieving its established goal for this Project, Consultant agrees to meet the following CBE participation goal by utilizing the CBE firms for the work and the percentage of work amounts described in Section 9.4:

Consultant has committed to fourteen percent (14%) CBE participation.

Consultant may not terminate for convenience a CBE firm listed as a subcontractor in the Consultant's bid or offer without the County's prior written consent, which consent shall not be unreasonably withheld. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for

any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including for cause, Consultant shall, with notice to and concurrence of the Broward County Office of Economic and Small Business Development Division, substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from County changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.

- 9.4 In performing services for this Project, the Parties hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on **Exhibit C-2 CBE UTILIZATION REPORT**, into this Agreement. Upon execution of this Agreement by County, Consultant shall enter into a formal contract with the CBE firms Consultant selected to fulfill the CBE participation goal for this Agreement and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward County Office of Economic and Small Business Development.
- 9.5 Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. County shall have access, without limitation, to Consultant's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow County to determine Consultant's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Agreement.
- 9.6 Consultant understands that it is the responsibility of the Contract Administrator and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, Consultant shall report monthly regarding compliance with its CBE obligations in accordance with Article 5 of this Agreement.
- 9.7 In the event of Consultant's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of Consultant:
- 9.7.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with Consultant.
- 9.7.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by Consultant, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be

available as to any dispute between Consultant and County; nor shall County incur any cost, fee, or liability relative to any arbitration proceeding.

9.7.3 Nothing under this 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 subcontractor, subconsultant or supplier as required by this Agreement shall be a material breach of this Agreement and that County's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to such subcontractor, subconsultant or supplier. Consultant agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 9.8 shall not be employed when Consultant demonstrates that failure to pay results from a bona fide dispute with its CBE subcontractor, subconsultant or supplier.
- 9.9 If Consultant fails to comply with the requirements of this Agreement, or the requirements of the Broward County Business Opportunity Act of 2012, County shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Agreement, or under applicable law, with all such rights and remedies being cumulative.

ARTICLE 10

MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

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

Deliverables shall meet Aviation Department standards for CAD and GIS (as required by the Contract Administrator) as well as requirements set forth in the Work Authorization.

County may withhold any payments then due to Consultant until Consultant complies with the provisions of this Section.

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

10.2 TERMINATION

10.2.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within five (5) calendar days after written notice from the aggrieved party identifying the breach. 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.

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

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

10.2.2 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 fourteen (14) calendar days after the date of such written notice.

10.2.2.1 If this Agreement 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.

10.2.2.2 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.

- 10.2.2.3 In the event this Agreement is terminated for convenience, Consultant shall be paid for any services properly performed through the date of termination. Compensation shall be withheld until all documents specified in Section 10.1 of this Agreement are provided to the County. Upon being notified of County's election to terminate, Consultant shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall County make payment of profit for services which have not been performed. Consultant acknowledges and agrees that 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.

10.2.3 This Agreement may also be terminated by the Board:

- 10.2.3.1 Upon the disqualification of Consultant as a CBE by County's Director of OESBD if Consultant's status as a CBE was a factor in the award of this Agreement, and such status was misrepresented by Consultant;
- 10.2.3.2 Upon the disqualification of Consultant by County's Director of OESBD due to fraud, misrepresentation, or material misstatement by Consultant in the course of obtaining this Agreement, or attempting to meet the CBE contractual obligations;
- 10.2.3.3 Upon the disqualification of one or more of Consultant's CBE participants by County's Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement, and such status was misrepresented by Consultant or such participant;
- 10.2.3.4 Upon the disqualification of one or more of Consultant's CBE participants by County's Director of OESBD if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or
- 10.2.3.5 If Consultant is determined by County's Director of OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

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

safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

10.2.5 If the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes, as it may be amended.

10.2.6 In the event of any termination of this Agreement, Consultant shall deliver all documents and records, including without limitation, all data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by Consultant in connection therewith (in whatever state they may be in at the date of termination) to the County within seven (7) calendar days following receipt of the written notice of termination. Any compensation due Consultant shall be withheld until all documents and records are received by County as provided herein.

10.3 SUSPENSION

County shall have the right to suspend the work and services of Consultant. The suspension will be by written notice to Consultant from the Contract Administrator. Consultant shall, upon receipt of written notice from the Contract Administrator, remove all equipment and personnel from the work area, or as otherwise directed in the written notice. Consultant will return to the work and continue the performance of services upon receipt of a written notice from the Contract Administrator.

10.4 PUBLIC RECORDS, AUDIT RIGHTS, AND RETENTION OF RECORDS

10.4.1 COUNTY is a public agency subject to Chapter 119, Florida Statutes. 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:

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

10.4.1.2 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;

10.4.1.3 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

10.4.1.4 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.

10.4.2 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.

10.4.3 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.

10.4.4 CONSULTANT shall, by written contract, require its subconsultants and subcontractors to agree to the requirements and obligations of this Section 10.4.

10.5 PUBLIC ENTITY CRIMES 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 (2) purchases for a period of thirty-six (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.

10.6 NO CONTINGENT FEE

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

10.7 SUBCONSULTANTS

10.7.1 Consultant shall utilize the subconsultants identified in the proposal that were a material part of the selection of Consultant to provide the services under this Agreement. The list of subconsultants submitted is set forth on **Exhibit C** and the Salary Costs are set forth on **Exhibit B**. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by Consultant. Consultant shall obtain written approval from the Broward County Office of Economic and Small Business Development (OESBD) prior to adding, deleting, or substituting any CBE subconsultant. Where Consultant's failure to use a 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.

- 10.7.2 Pay applications which include billing for any services performed by any subconsultants shall be passed through to County without additional charge by the Consultant. All such work shall be itemized on invoices from such subconsultants, showing work performed and charges incurred.
- 10.7.3 Consultant shall cause subconsultants to submit a completed **Exhibit B**, in the form attached hereto, detailing such rates for authorization prior to utilizing such subconsultant. Should any subconsultant fail to submit a completed **Exhibit B**, in the form attached hereto, or fail to submit a properly completed **Exhibit B**, as determined by the County Auditor, the Consultant shall notify the OESBD of any such event, and until the failure is cured the Consultant may withhold payment of any sums due the subconsultant. In addition, the Consultant may make written request to the Contract Administrator (with a copy to the County Auditor and the OESBD) to replace such subconsultant with a subconsultant that is in compliance with the provisions hereof. If the Contract Administrator approves any change or modification of subconsultants pursuant to Section 10.7.1, then **Exhibits C and B** shall be updated accordingly and attached to this Agreement by the Contract Administrator.
- 10.7.4 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. Consultant shall be responsible for recommending to the Broward County Risk Management Division the insurance coverages it will require of each of its subconsultants, after taking into consideration the services to be provided by each of its subconsultants. The Broward County Risk Management Division may either (i) accept the recommendation(s) of the Consultant or (ii) require any coverages that the Risk Management Division determines are necessary to protect the County's interests. Consultant shall require the proper licensing of each of its subconsultants and shall provide the insurance coverages as finally determined in the sole discretion of the Risk Management Division.
- 10.7.5 If any of the services outlined in this Agreement are furnished by Consultant by obtaining the services of subconsultants, Consultant shall provide County with proposals and contracts between the subconsultants and Consultant outlining the services to be performed and the charges for same, together with any other documentation required by County.

10.8 CONSULTANT CERTIFICATION

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

10.9 ASSIGNMENT AND PERFORMANCE

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

10.10 INDEMNIFICATION OF COUNTY

Consultant shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional, negligent, or reckless act of, or omission of, Consultant, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action, or demand, Consultant shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the 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. Any amount withheld shall not be subject to payment of interest by County.

10.11 REPRESENTATIVE OF COUNTY AND CONSULTANT

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

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

10.12 NO CONFLICTS

- 10.12.1 The employees and officers of Consultant, its subconsultants, and the subsidiaries of Consultant and its subconsultants shall not, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 10.12.2 Consultant, its subconsultants, and the subsidiaries, officers, and personnel of Consultant and its subconsultants shall not acquire any interest in any parcel of land or improvement thereon located within the Airport boundaries, as described in the Master Plan Update, including such additional property that may need to be acquired to implement the development described in the Master Plan.
- 10.12.3 Consultant, its subconsultants, and the subsidiaries, officers and personnel of Consultant and its subconsultants shall not perform consulting work or provide legal services that would in any way be in conflict with the Project or detrimental to the Project, or for any municipality, developer, tenant or landowner developing or having property within the Airport boundaries, as described in the Master Plan, including such additional property that may need to be acquired to implement the development described in the Master Plan. At least ten (10) calendar days prior to undertaking any such work, the Consultant shall provide the Contract Administrator with a written description of the contemplated work and the Contract Administrator shall promptly advise as to whether such work would be detrimental to the Project or in conflict therewith.
- 10.12.4 Consultant, its subconsultants, and the subsidiaries, officers, and personnel of Consultant and its subconsultants shall not have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with such party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.
- 10.12.5 Consultant agrees to require its subconsultants, by written contract, to comply with the provisions of this Section.

10.13 ALL PRIOR AGREEMENTS SUPERSEDED/AMENDMENTS

- 10.13.1 This document incorporates and includes and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the

matters contained herein and represents the final and complete understanding of the parties. 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.

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

10.14 NOTICES

Whenever either party desires to give notice 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 BROWARD COUNTY:

Kent George, Director of Aviation
Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312

With a copy to:

Information Systems Manager
Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312

FOR Consultant:

Jim Willis
The JW Group, Inc.
7234 Lancaster Pike, Suite 300D
Hockessin, DE 19707

10.15 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates, 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, or 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.

10.16 INTERPRETATION

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

10.17 CONSULTANT'S STAFF

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

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

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

10.18 DRUG-FREE WORKPLACE

It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a) of the

Broward County Procurement Code. Execution of this Agreement by Consultant shall serve as Consultant's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code and will continue to maintain same during the term of this Agreement.

10.19 CERTAIN ADDITIONAL PROVISIONS PERTAINING TO AIRPORT PROJECTS

Consultant agrees to abide by the provisions pertaining to Airport Projects set forth on **Attachment I, II, III**, attached hereto and made a part hereof.

10.20 INDEPENDENT CONTRACTOR; NO JOINT RELATIONSHIP

Consultant is an independent contractor under this Agreement. Services provided by Consultant shall be subject to the supervision of Consultant. 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.

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

10.21 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.

10.22 INCORPORATION BY REFERENCE

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

10.23 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.

10.24 COMPLIANCE WITH LAWS

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

10.25 SEVERANCE

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

10.26 MATERIALITY AND WAIVER OF BREACH

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

10.26.2 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.

10.27 JOINT PREPARATION

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

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

10.29 NO INTEREST

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

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 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

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

10.31 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, reports, studies, analyses, surveys, or other documents and services as described herein and in **Exhibit A**, Scope of Services or a Work Authorization); and Consultant agrees to such re-use in accordance with this provision.

If the Contract Administrator elects to re-use the services, reports, studies, analyses, surveys, or other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will not be liable for any such re-use.

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

10.32 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.

10.33 DOMESTIC PARTNERSHIP REQUIREMENT

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

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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract: 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, THE JW GROUP, INC., signing by and through its representative 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
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By  3-27-14
Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By  3/27/14
Robert L. Teitler (Date)
Assistant County Attorney

By  3-27-14
Christine C. Lee (Date)
Senior Assistant County Attorney

RLT/lg
Airport Specific Information Technology
Consultant Services RLI R1043202R1
03/06/2014
#14-071.47

AGREEMENT BETWEEN BROWARD COUNTY AND THE JW GROUP, INC., FOR AIRPORT
SPECIFIC INFORMATION TECHNOLOGY CONSULTANT SERVICES FOR BROWARD
COUNTY OWNED AIRPORTS IN BROWARD COUNTY, FLORIDA RLI # R1043202R1

OPERATOR

THE JW GROUP, INC.,
a Pennsylvania corporation

ATTEST:

M. With

Secretary

By: James A. Willis

JAMES A. WILLIS

Print Name

Title: PRESIDENT

(CORPORATE SEAL)

21 day of MARCH, 2014

WITNESS:

Har PAK



RLI R1043202R1 - AIRPORT SPECIFIC INFORMATION TECHNOLOGY CONSULTANT SERVICES

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES FOR WORK AUTHORIZATIONS

Provide Information Technology services as specified in Work Authorizations for either the Fort Lauderdale-Hollywood International Airport (FLL) or the North Perry Airport (HWO) that may include: an assessment of current conditions; documenting Airport business requirements; and identifying a broad base of technology projects to support the Aviation Department's identified business needs. The work should be based upon reviews of existing conditions and an investigation and analysis of current and projected business requirements.

The services that are the basis for the Work Authorizations should address the best-practice guidelines that have been identified and published for the airport industry by ACC Airport Consultants Council. The Airport Information Technology & Systems (IT&S) Best Practice Guidelines® document may be used as a reference, but in no way violate any applicable copyright laws.

The services that are the basis for the Work Authorizations may include analyzing the current systems at the Airport, including Airport telecommunications systems, network infrastructure, and key Airport business computer applications. This analysis should be organized as follows:

1. Current Conditions
2. Industry Standards and Best Practices
3. Gap Analysis
4. Phasing Recommendations For Closing Any Identified Gaps
5. Budget Level Cost Estimates for Recommendations (as directed by BCAD)

Topics for analysis and recommendation may include:

- Address the Airport organization's business goals, as related to IT systems, for the near term, mid-term, and long term
- Develop a "snapshot" of the current state at the Airport - an inventory of the Airport's existing IT systems being used to support safe and efficient passenger processing, including quantification of existing systems capacity for future growth
- Recommendations for systems expansion/upgrades to support efficient and safe passenger processing projected at the various planning horizons (i.e., 5, 10, 15 years)
- Recommendations for systems and/or applications requiring further study
- Data security policy that embraces the Sensitive Security Information requirements of 49 CFR 1520
- Data security classifications and restrictions that protect vulnerabilities without overly restricting use

- Industry trends and policy for Payment Card Industry Data Security Standard implementation and compliance (PCI DSS)
- Standards and usage policy for Airport and public access wireless networks
- Data standards that promote the exchange of consistent quality data between Airport, contractor, FAA, and TSA personnel
- Requirement for open architecture, standards-compliant databases
- Approach to standardization application design, development, testing and implementation
- Need for systems operational and maintenance plans
- Disaster Recovery plan(s)
- Help desk and user training resources
- Systems upgrade budget and schedule (as directed by BCAD)
- Compatibility and interoperability of critical safety systems including access control device systems (i.e. Matrix), fire alarms, security alarms, CCTV, building control systems, and computer-automated dispatch
- Compatibility of CCTV and access control device systems
- Integration of Airport billing and financial systems
- Availability of FAA or third-party aircraft tracking information systems
- Industry trends and policy for using Airport systems infrastructure to support tenant Common Use Systems, Self Service Systems, Flight Information Display Systems, Kiosks, and Point of Sale Systems
- Industry trends and policy for using Radio System technology and frequency use
- Parking and AVI system compatibility with financial systems
- Methodology and system support for creation and implementation of system business services to tenants, including product definition, provisioning, and billing
- Industry technology trends and policy collaboration with partners CBP, TSA, FAA (i.e. Automated Passport Control, Virtual Ramp Control)
- E-commerce strategy, including social media, web-portals and branding presence, on-line streaming published information, financial clearing house, and ability to sell and promote local businesses and attractions

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EXHIBIT B **CONSULTANT RATE SCHEDULE**

Project No: RLI1043202R1
Project Title: Airport Specific IT Consultant Services
Facility Name: Broward County Aviation Department

EXHIBIT B - Consultant Salary Costs

Project No: RLI R1043202R1
Project Title: Broward County Aviation Department - Information Technology Master Plan
Facility Name: Fort Lauderdale-Hollywood International Airport & North Perry Airport
Prime Consultant: The JW Group, Inc.
Subconsultant: N/A

TITLE	MAXIMUM RAW HOURLY RATE (\$/HR)*		OVERHEAD RATE AT 81.20%		FRINGE RATE AT 43.35%		PROFIT AT 10%		MAXIMUM BILLING RATE
		+	(\$/HR)	+	(\$/HR)	+	(\$/HR)	=	(\$/HR)
Principal	\$69.71		\$56.60		\$30.22		\$15.65		\$172.19
Principal Systems Consultant	\$67.31		\$54.66		\$29.18		\$15.11		\$166.26
Project Manager	\$62.50		\$50.75		\$27.09		\$14.03		\$154.38
Sr. Systems Consultant	\$52.88		\$42.94		\$22.92		\$11.87		\$130.62
Systems Consultant	\$43.27		\$35.14		\$18.76		\$9.72		\$106.88
Ir. Consultant	\$24.10		\$19.57		\$10.45		\$5.41		\$59.53
Technical Specialist	\$41.00		\$33.29		\$17.77		\$9.21		\$101.27
Technical Writer	\$38.46		\$31.23		\$16.67		\$8.64		\$95.00
Draftsperson	\$28.85		\$23.43		\$12.51		\$6.48		\$71.26
Administrative Assistant	\$21.64		\$17.57		\$9.38		\$4.86		\$53.45

MULTIPLIER DETAIL:
BASE/RAW SALARY 1.0000
OVERHEAD 0.8120
FRINGE 0.4335
PROFIT 0.1000

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: 2.4701

EXHIBIT B **SUBCONSULTANT SALARY COSTS**

Project No: RLI1043202R1
Project Title: Airport Specific IT Consultant Services
Facility Name: Broward County Aviation Department

EXHIBIT B

Project No: RLI1043202R1
Project Title: Broward County Aviation Department - Information Technology Master Plan
Facility Name: Fort Lauderdale-Hollywood International Airport & North Perry Airport
Prime Consultant: The JW Group, Inc.
Subconsultant: Montgomery Consulting Group, Inc.
Title of Data: Montgomery Consulting Group, Inc. Hourly Rate Derivation

TITLE	MAXIMUM RAW HOURLY RATE (\$/HR)	OVERHEAD RATE AT 118.73%	FRINGE RATE AT 35.14%	PROFIT AT 10%	MAXIMUM BILLING RATE
Principal	\$72.50	\$85.08	\$25.48	\$18.41	\$202.46
Project Manager	\$47.50	\$56.40	\$16.69	\$12.06	\$132.65
Senior Cost Estimator	\$45.00	\$53.43	\$15.81	\$11.42	\$125.67
Senior Info. Solutions	\$41.25	\$48.98	\$14.50	\$10.47	\$115.19
Senior Planner	\$41.00	\$48.68	\$14.41	\$10.41	\$114.50
BIM Specialist	\$37.50	\$44.52	\$13.18	\$9.52	\$104.72
Senior App. Programmer	\$36.00	\$42.74	\$12.65	\$9.14	\$100.53
IT Architect	\$35.75	\$42.45	\$12.56	\$9.08	\$99.83
Senior Audio-Visual Analyst	\$35.50	\$42.15	\$12.47	\$9.01	\$99.14
Senior GIS Analyst	\$35.00	\$41.56	\$12.30	\$8.89	\$97.74
Database Administrator	\$35.00	\$41.56	\$12.30	\$8.89	\$97.74
Senior Service Desk Rep.	\$34.25	\$40.67	\$12.04	\$8.70	\$95.65
Systems Administrator	\$34.00	\$40.37	\$11.95	\$8.63	\$94.95
Technical Writer	\$34.00	\$40.37	\$11.95	\$8.63	\$94.95
IT System Specialist	\$34.00	\$40.37	\$11.95	\$8.63	\$94.95
Senior CADD Technician	\$33.50	\$39.77	\$11.77	\$8.50	\$93.55
Applications Prog./Analyst	\$33.00	\$39.18	\$11.60	\$8.38	\$92.15
Project Planner	\$31.50	\$37.40	\$11.07	\$8.00	\$87.57
Business Process Analyst	\$30.25	\$35.92	\$10.63	\$7.68	\$84.48
Cost Estimator	\$28.50	\$33.84	\$10.01	\$7.24	\$79.59
Contract Administrator	\$27.75	\$32.95	\$9.75	\$7.04	\$77.49
CADD Technician	\$26.50	\$31.46	\$9.31	\$6.73	\$74.00
Info. Solutions Analyst	\$26.00	\$30.87	\$9.14	\$6.60	\$72.61
GIS Analyst	\$25.50	\$30.28	\$8.96	\$6.47	\$71.21
IT Systems Operator	\$25.00	\$29.68	\$8.79	\$6.35	\$69.81
Service Desk Representative	\$25.00	\$29.68	\$8.79	\$6.35	\$69.81
Technology Research Analyst	\$24.00	\$28.50	\$8.43	\$6.09	\$67.02
Project Analyst	\$24.00	\$28.50	\$8.43	\$6.09	\$67.02
Data Collector	\$23.25	\$27.60	\$8.17	\$5.90	\$64.93
Graphic Designer	\$22.00	\$26.12	\$7.73	\$5.59	\$61.44
Clerical	\$18.00	\$21.37	\$6.33	\$4.57	\$50.27
Intern	\$15.00	\$17.81	\$5.27	\$3.81	\$41.89

MULTIPLIER DETAIL:
BASE/RAW SALARY 1.0000
OVERHEAD 1.1873
FRINGE 0.3514
PROFIT 0.2539

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: 2.7926

EXHIBIT B - Continued



Office of the County Auditor
115 S. Andrews Avenue Room 520 • Fort Lauderdale, Florida 33301 • 954-357-7590 • FAX 954-357-7592

February 6, 2014

TO: Kent George, Director Aviation
FROM: Evan A. Lukic, County Auditor
SUBJECT: FAR Audit Waiver for JW Group - RLI R1043202R1 - Faith Group, LLC (Sub-consultant)

This letter serves as approval of the request submitted by JW Group on behalf of their sub-consultant, for waiver of a FAR overhead and fringe benefit rates audit (Section 5.2.1 of the agreement) for the following sub-consultant in reference to RLI No. R1043202R1.

- Faith Group, LLC

All other sub-consultants currently approved for this project will submit audit reports completed in accordance with applicable Federal Acquisition Regulation (FAR) Guidelines for Cost and Pricing Data.

You should advise JW Group and its sub-consultants that this exemption does not change their obligation to maintain appropriate records of their labor, fringe and over-head costs supporting their billed hours and rates. The County retains the right, as stipulated in the agreement, to audit the books, records and accounts of the consultant and its sub-consultants that relate to the project.

EAL/besa

cc: Angela Scott, BCAD Information System Manager
Tommy Johnson, BCAD Administrative Manager II

EXHIBIT B - Consultant Salary Costs

Project No: RLI R1043202R1
Project Title: Broward County Aviation Department - Information Technology Master Plan
Facility Name: Fort Lauderdale-Hollywood International Airport & North Perry Airport
Prime Consultant: The JH Group, Inc.
Subconsultant: Faith Group, LLC

TITLE	MAXIMUM RAW HOURLY RATE (\$/HR)	+	OVERHEAD RATE AT 104.00% (\$/HR)	+	FRINGE RATE AT 93% (\$/HR)	+	PROFIT AT 10% (\$/HR)	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$105.48		\$109.70		\$34.81		\$25.00		\$274.99
Project Manager	\$63.46		\$66.00		\$20.94		\$15.04		\$165.44
Senior IT Systems Analyst	\$61.72		\$64.19		\$20.37		\$14.63		\$160.90
Senior Security Analyst	\$58.65		\$61.00		\$19.35		\$13.90		\$152.90
Technology Analyst	\$40.86		\$42.49		\$13.48		\$9.68		\$106.52
Business Process Analyst	\$65.00		\$67.60		\$21.45		\$15.41		\$169.46
Administrative Assistant	\$30.00		\$31.20		\$9.90		\$7.11		\$78.21
CAD Designer	\$35.83		\$37.26		\$11.82		\$8.49		\$93.43

MULTIPLIER DETAIL:
BASE/RAW SALARY 1.0000
OVERHEAD 1.0400
FRINGE 0.3300
PROFIT 0.1000

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: 2.6070

EXHIBIT B-1 KEY CORE STAFF

The JW Group Staff:

Name	Title	Description
Jim Willis	Principal	
Steve Ritter	Principal Systems Consultant	
Han Pak	Sr. Systems Consultant	
Jack Walfish	Sr. Systems Consultant	
Tim Schreiner	Sr. Systems Consultant	
Enrique Melendez	Sr. Systems Consultant	
Derek McMillan	Systems Consultant	

Sherri Porter Draftsperson / Administrative Assistant

Falth Group Staff:

Brian Scherrer Senior IT Systems Analyst
Sal Mazzola Senior Security Analyst

Montgomery Consulting Group:

Casey Adamson Senior GIS Analyst
Eric Leschinski Senior Information Solutions

EXHIBIT C
SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: RLI1043202R1
Project Title: Airport Specific IT Consultant Services
Facility Name: Broward County Aviation Department

No.	Firm Name	Discipline
1.	Firm Name	Discipline
2	Firm Name	Discipline
3	Firm Name	Discipline
4	Firm Name	Discipline

EXHIBIT C-1
CERTIFICATION OF PAYMENTS TO SUBCONSULTANTS AND SUPPLIERS

RLI/Bid/Contract No. RLI1043202R1

Project Title: Airport Specific IT Consultant Services

The undersigned Consultant hereby swears under penalty of perjury that:

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

Sub consultant/supplier Name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____, 20__

Consultant

By _____
(Signature)

By _____
(Name and Title)

EXHIBIT C-1
CERTIFICATION OF PAYMENTS TO SUBCONSULTANTS AND SUPPLIERS (Continued)

STATE OF)
) SS.
COUNTY OF)

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

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

(NOTARY SEAL)

(Signature of person making acknowledgment)

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

(Title or rank)

My commission expires:

(Serial number, if any)

**EXHIBIT C-2
CBE UTILIZATION REPORT**



MONTHLY (CBE) UTILIZATION REPORT

Report No. _____

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

SUBCONTRACTING INFORMATION

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

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
			Total Amount Paid to Subcontractors to Date:				

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

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

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

OESBD Compliance Form 2009-MUR

**EXHIBIT C-3
FINAL CBE UTILIZATION REPORT**



FINAL (CBE) UTILIZATION REPORT

Report No. _____

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

SUBCONTRACTING INFORMATION

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

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work completed to Date	Amount Paid This Period	Amount Paid To Date
			Total Amount Paid to Subcontractors to Date:				

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

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

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

OESBD Compliance Form 2009-MUR-F

EXHIBIT D
Under Contract Administrator's Award Authority for Services

Work Authorization No. _____
RLI No. _____

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

This Work Authorization (WA) is issued pursuant to the Agreement between Broward County and _____, for Consultant Services in Broward County, which was approved by the Board of County Commissioners on _____. Nothing contained in this Work Authorization shall alter, modify or change in any way the terms and conditions of the Agreement with the County.

This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Payment for such services shall be in accordance with the Agreement.

The time period for this Work Authorization shall consist of _____ () calendar days, provided that in any event this Work Authorization shall not extend beyond _____, 20____. [Insert the date the contract ends, if not renewed for optional periods]. This Work Authorization shall not extend the Agreement beyond the Agreement term without the approval of the Board of County Commissioners.

In consideration of the County's payment of [choose appropriate option: the Lump Sum amount of \$ _____; and/or that portion earned of the Maximum Not-To-Exceed amount of \$ _____] for Professional Services, and the County's payment of [the Lump Sum amount of \$ _____; and/or that portion earned of the Maximum Not-To-Exceed amount of \$ _____] for Reimbursables, and the grant of _____ days for completion of the Work, Consultant waives and releases any and all claims associated with the performance of the Work described in this Work Authorization. This Work Authorization constitutes full accord and satisfaction of all claims for time and compensation associated with the Work authorized by this Work Authorization for County actions occurring prior to execution of this Work Authorization.

Budget _____ **Requisition Number** _____ **Aviation Department Division** _____

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

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

County

Broward County

Recommended by:

Project Manager: _____ **Date** _____
Print name: _____

Contract Administrator _____ **Date** _____
Print name: _____

Consultant

Attest:

By:

Secretary _____ **Date** _____
Print name: _____

☐ **President** ☐ **Vice President** _____ **Date** _____
Print name: _____

Corporate Seal

||

EXHIBIT D-1
Under Purchasing Director's Award Authority for Services

Work Authorization No. _____
RLI No. _____

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

This Work Authorization (WA) is issued pursuant to the Agreement between Broward County and _____, for Consultant Services in Broward County, which was approved by the Board of County Commissioners on _____. Nothing contained in this Work Authorization shall alter, modify or change in any way the terms and conditions of the Agreement with the County.

This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Payment for such services shall be in accordance with the Agreement.

The time period for this Work Authorization shall consist of _____ () calendar days, provided that in any event this Work Authorization shall not extend beyond _____, 20____. [Insert the date the contract ends, if not renewed for optional periods]. This Work Authorization shall not extend the Agreement beyond the Agreement term without the approval of the Board of County Commissioners.

In consideration of the County's payment of [choose appropriate option: the Lump Sum amount of \$ _____; and/or that portion earned of the Maximum Not-To-Exceed amount of \$ _____] for Professional Services, and the County's payment of [the Lump Sum amount of \$ _____; and/or that portion earned of the Maximum Not-To-Exceed amount of \$ _____] for Reimbursables, and the grant of _____ days for completion of the Work, Consultant waives and releases any and all claims associated with the performance of the Work described in this Work Authorization. This Work Authorization constitutes full accord and satisfaction of all claims for time and compensation associated with the Work authorized by this Work Authorization for County actions occurring prior to execution of this Work Authorization.

Budget ☐ Requisition Number ☐ Aviation Department Division ☐

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

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

County

Recommended by:

Broward County, through its
Director of Purchasing

Project Manager _____ Date _____

Director of Purchasing _____ Date _____

Print name _____

Print name _____

Contract Administrator _____ Date _____

Insurance Requirements
Approved By Risk Management

Print name _____

Risk Manager _____ Date _____

Print name _____

EXHIBIT D2
Under Board of County Commissioner's Award Authority for Services

Work Authorization No. _____
RLI No. _____

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

This Work Authorization (WA) is issued pursuant to the Agreement between Broward County and _____, for Consultant Services in Broward County, which was approved by the Board of County Commissioners on _____. Nothing contained in this Work Authorization shall alter, modify or change in any way the terms and conditions of the Agreement with the County.

This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Payment for such services shall be in accordance with the Agreement.

The time period for this Work Authorization shall consist of _____ () calendar days, provided that in any event this Work Authorization shall not extend beyond _____, 20____. [Insert the date the contract ends, if not renewed for optional periods]. This Work Authorization shall not extend the Agreement beyond the Agreement term without the approval of the Board of County Commissioners.

In consideration of the County's payment of [choose appropriate option: the Lump Sum amount of \$_____; and/or that portion earned of the Maximum Not-To-Exceed amount of \$_____] for Professional Services, and the County's payment of [the Lump Sum amount of \$_____; and/or that portion earned of the Maximum Not-To-Exceed amount of \$_____] for Reimbursables, and the grant of _____ days for completion of the Work, Consultant waives and releases any and all claims associated with the performance of the Work described in this Work Authorization. This Work Authorization constitutes full accord and satisfaction of all claims for time and compensation associated with the Work authorized by this Work Authorization for County actions occurring prior to execution of this Work Authorization.

Budget _____ Requisition Number _____ Aviation Department Division _____

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

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

County

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

Broward County, through its
Board of County Commissioners

Recommended by:

Mayor _____ Date _____

Project Manager _____ Date _____

Print name _____

Print name _____

Contract Administrator _____ Date _____

Insurance Requirements Approved
By Risk Management

Print name _____

Risk Manager _____ Date _____

Print name _____

EXHIBIT E
WEEKLY TIME SHEET

[illegible]

EXHIBIT F

Client#: 209635

2JWGROUP

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
2/27/2014

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 Willis of Maryland, Inc. 12505 Park Potomac Avenue #300 Potomac, MD 20854 301 530-5050	CONTACT NAME: Sue Guinn PHONE (A/C, No., Ext): 410-584-8047 FAX (A/C, No.): 410-527-7274 E-MAIL ADDRESS: sue.guinn@willis.com														
INSURED The JW Group, Inc. 302 Dawnwood Drive Landenberg, PA 19350	<table border="1"> <tr> <th data-bbox="815 564 1284 583">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1284 564 1377 583">NAIC #</th> </tr> <tr> <td data-bbox="815 583 1284 602">INSURER A: Sentinel Insurance Co.</td> <td data-bbox="1284 583 1377 602">11000</td> </tr> <tr> <td data-bbox="815 602 1284 621">INSURER B:</td> <td data-bbox="1284 602 1377 621"></td> </tr> <tr> <td data-bbox="815 621 1284 640">INSURER C:</td> <td data-bbox="1284 621 1377 640"></td> </tr> <tr> <td data-bbox="815 640 1284 659">INSURER D:</td> <td data-bbox="1284 640 1377 659"></td> </tr> <tr> <td data-bbox="815 659 1284 678">INSURER E:</td> <td data-bbox="1284 659 1377 678"></td> </tr> <tr> <td data-bbox="815 678 1284 697">INSURER F:</td> <td data-bbox="1284 678 1377 697"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Co.	11000	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Sentinel Insurance Co.	11000														
INSURER B:															
INSURER C:															
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	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	42SBMTO3752	03/01/2013	03/01/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/PROP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	42SBMTO3752	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	TECHNOLOGY ERRORS & OMISSION LIABILITY		42SBMTO3752	03/01/2013	03/01/2014	\$2,000,000. EA GLITCH \$2,000,000. AGG LIMIT

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

Additional Insured: Broward County Board of County Commissioners, Broward County, Florida. Contractor
 Responsible for all Deductibles Unless Otherwise Stated.

Tracy Meyer
 Tracy Meyer
 2014.02.28
 11:31:19 -05'00'

CERTIFICATE HOLDER Broward County Information Systems Division 2200 S.W. 45th Street, Ste 101 Dania Beach, FL 33312	CANCELLATION 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 <i>John H. Wilson</i>
----------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ACORD 25 (2010/05)
#S801665/M779930

1 of 1

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6SGUI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2014

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
Lockton Companies, LLC
5847 San Felipe, Suite 320
Houston, TX 77057

CONTACT

NAME

PHONE

(A/C No. Ext):

888-828-8365

FAX

(A/C No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER-A: Indemnity Insurance Co. of North America

43575

INSURER-B:

INSURER-C:

INSURER-D:

INSURER-E:

INSURER-F:

INSURED
Insperity, Inc. (a PEO) The JW Group, Inc.
(a client company of the PEO)
19001 Crescent Springs Drive
Kingwood, TX 77339
*SEE BELOW

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.

IN SR LT R	TYPE OF INSURANCE	ADDL INSR	SUB R MVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS MADE OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PROFESSIONAL LIABILITY \$
	POLICY PROJECT LOC						COMBINED SINGLE LIMIT (Ea accident) \$
	AUTOMOBILE LIABILITY						BODILY INJURY (Per Person) \$
	ANY AUTO						BODILY INJURY (Per accident) \$
	ALL OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			C47890172	12/29/2013	10/01/2014	WC STATU-TORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N						E.L. EACH ACCIDENT \$ 1,000,000
	OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	DESCRIPTION OF OPERATIONS BELOW						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional remarks Schedule, if more space is required)
THE JW GROUP, INC. (3324290) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.

Tracy Meyer

2014.02.25

15:14:30 -05'00'

CERTIFICATE HOLDER

CANCELLATION

THE JW GROUP, INC.
7234 LANCASTER PIKE STE 300D
HOCKESSIN, DE 19707-8717

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

Tracy Meyer

ACORD 25 (2010/05)
Acct#: 1372708

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ATTACHMENT I
NONDISCRIMINATION REQUIREMENTS

I. NONDISCRIMINATION - 49 CFR PART 21 REQUIREMENTS

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

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

County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (e) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the County shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.
- (f) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a sub consultant or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (g) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.
- (h) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person

on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

II. NONDISCRIMINATION - 14 CFR PART 152 REQUIREMENTS

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

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

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

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

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

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

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

III. NONDISCRIMINATION - GENERAL CIVIL RIGHTS PROVISIONS

The Contractor, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Contractor or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

IV. NONDISCRIMINATION - 49 CFR PART 26

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

ATTACHMENT II
PROVISIONS PERTAINING TO AIRPORT PROJECTS

ALL CONSULTANT/CONTRACTOR AGREEMENTS:

1. SECURITY

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

- (a) **Access to Security Identification Display Areas and Identification Media.** The Consultant shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Consultant shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Consultant's personnel transferred from the Airport, or terminated from the employ of the Consultant, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Consultant shall comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete

security training programs conducted by the Aviation Department. The Consultant shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the Consultant to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

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

2. PROHIBITED INTERESTS

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

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

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

3. RECORDS

Consultant/contractor shall keep such books, records and accounts and require any and all consultants/contractors or subconsultants/subcontractors to keep such books, records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the Project and any expenses for which consultant/contractor expects to be reimbursed. In addition, to the above, the consultant/contractor shall maintain an acceptable cost accounting system. All work, materials, payrolls, books, accounts, documents, and records relative to the Project, or directly pertinent to the specific contract for the purposes of making an audit, examination, excerpt or transcription shall be available at all reasonable times for examination and audit by County, and in the event such Agreement is subject to federal or state funding or grants, by the Federal Aviation Administration, the Comptroller General of the United States, the Florida Department of Transportation, or any of their duly authorized representatives. Such books, records and accounts shall be kept for the Retention Period (as hereinafter defined). Incomplete or incorrect entries in such books, records or accounts shall be grounds for County's disallowance of any fees or expenses based upon such entries. All books, records and accounts which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by consultant/contractor in accordance with such statutes. The Retention Period shall be defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or (ii) for a period of three (3) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the books and records shall be retained until resolution of the audit findings, or (iii) if this Project is

subject to Florida Department of Transportation grants, for a period of five (5) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the five years, the books and records shall be retained until resolution of the audit findings.

4. PROTECTION OF RECORDS

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

5. BREACH OF CONTRACT TERMS - SANCTIONS

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

6. RIGHT TO INVENTIONS

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

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

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

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

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant/contractor is not required

to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

- a. The County may, by written notice, terminate this contract in whole or in part at any time, either for the County's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in process, delivered to the County.
- b. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the consultant's/contractor's obligations, the County may take over the work and prosecute the same to completion by contract or otherwise. In such case, the consultant/ contractor shall be liable to the County for any additional cost occasioned to the County thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the consultant/contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the contract price shall be made as provided in paragraph b of this clause.
- e. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

The bidder/offeror/consultant/contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/consultant/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

10. RESTRICTIONS ON LOBBYING

The bidder/offeror/consultant/contractor agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the bidder/offeror/consultant/contractor, to any person for influencing or attempting to influence any officer or employees of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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

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

11. PROMPT PAYMENT - FOR FEDERALLY ASSISTED CONTRACTS

If this Agreement is funded by any federal grants, then consultant/contractor hereby agrees to pay its subconsultants/subcontractors and suppliers within ten (10) calendar days following receipt of payment from the County. Consultant/contractor further agrees, if consultant/contractor has withheld retainage from its subconsultants/subcontractors, to release such retainage and pay same within ten (10) calendar days following receipt of payment of retained amounts from the

County. This clause applies to both CBE and non-CBE sub consultant/subcontractors.

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

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

ATTACHMENT III
ALLOWABLE TRAVEL COSTS FOR CONSULTANTS

1. **Authority** - Section 112.061, Florida Statutes. The allowable rates set forth below shall be subject to change in accordance with any change in the rate applicable to vendors and consultants, as may be established from time to time by Section 112.061, F.S., as it may be amended from time to time. The Contract Administrator shall give the Consultant written notice of any such change.
2. **Mileage** - as per Florida Statutes, but total cannot exceed normal coach airfare unless one of the following applies:
 - a. Destination has no scheduled airline service.
 - b. When freight requires use of auto.
 - c. When number of persons traveling would result in greater economy.
3. **Common Carrier** - Actual cost of most economical airfare available given the following:
 - a. All travel shall be by a usually traveled route but may include stopovers.
 - b. Since significant savings can be achieved through the use of "Super Saver" airfares, all non-emergency travel should be scheduled with the "Super Saver" airfare if available on a reasonable flight scheduled.

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

- b. Lunch-Must be in travel status before noon and extending beyond 2:00 p.m.
- c. Dinner-Must be in travel status before 6:00 p.m. and extending beyond 8:00 p.m.

- 6. Limousines/Taxi - Actual costs will be reimbursed. Attach all receipts.
- 7. Parking/Tolls - Actual costs will be reimbursed. Attach all receipts.
- 8. Auto Rental - Reimbursed if it represents most economical means. Paid invoice must be attached. (Loss Deductible Waiver is not a reimbursable expense.)

If rental car is necessary to perform work and the same is authorized by the Contract Administrator, Consultant shall demonstrate selection of most economical rental Car Company.

- 9. Other - Any necessary and reasonable costs connected with the travel. Explain and attach any and all receipts.
- 10. Sales and Use Taxes - Sales and use taxes are reimbursable.
- 11. Tips - Tips are not reimbursable.
- 12. Costs Not Allowable

- a. Flight insurance. NOTE: Most personal credit cards provide flight insurance at no additional cost if the airline ticket is charged. .
- b. Alcoholic beverages.
- c. Entertainment expenses for yourself or others.
- d. Personal telephone calls.
- e. Any uneconomical or unnecessary expenses.
- f. Meals during trips in the tri-county area, unless involving an overnight stay.
- g. Laundry.
- h. Change in ticket if not caused by County action.
- i. Meals for personnel in tri-county area of Miami-Dade, Broward and Palm Beach Counties.
- j. Meals for multiple persons.
- k. Meals shall be based on the standard County "per diem" rate if Consultant is working for a full day; otherwise, meals are reimbursed on a "per meal" basis at the rates described herein.