

Airport Design Consultant
Services Agreement
CAF#404

A G R E E M E N T

Between

BROWARD COUNTY

and

KIMLEY-HORN AND ASSOCIATES, INC.

for

CONSULTANT SERVICES FOR

PROFESSIONAL SERVICES FOR REHABILITATION OF NORTH AIRFIELD
PAVEMENTS AND ENGINEERED MATERIAL ARRESTING SYSTEM BEDS

IN BROWARD COUNTY, FLORIDA

RLI # R1083508R1

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Between

BROWARD COUNTY

and

KIMLEY-HORN AND ASSOCIATES, INC.
for

CONSULTANT SERVICES FOR

PROFESSIONAL SERVICES FOR REHABILITATION OF NORTH AIRFIELD PAVEMENTS AND
ENGINEERED MATERIAL ARRESTING SYSTEM BEDS

IN BROWARD COUNTY, FLORIDA

RLI# R1083508R1

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

AND

KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as "CONSULTANT".

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For 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 and documents that are expressly incorporated by reference.
- 1.2 Airport means **Fort Lauderdale-Hollywood International Airport (FLL)**, located in Broward County, Florida, as described in the Master Plan Update, including such additional property that may be acquired to implement development as described therein.
- 1.3 Aviation Department or BCAD means the Broward County Aviation Department (BCAD), or any successor agency.
- 1.4 Board 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 **Kimley-Horn and Associates, Inc**, 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 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").
- 1.10 Disadvantaged Business Enterprise ("DBE") means as defined in Title 49 CFR Part 26 or other applicable federal law in connection with a contract which is funded in whole or in part from federal governmental sources as specified in Title 49 CFR Part 26 Sec. 26.3.]

- 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 Update means the then current Master Plan Update for the Airport, as it may be amended 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 this Agreement, or to proceed with a subsequent phase or task of work under 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 of the Project shall be issued by the Contractor Administrator.
- 1.15 Optional Services means those services identified and described in **Exhibit F**.
- 1.16 Project means the Project consists of the services described in Article 3, in applicable exhibits to this Agreement, and in any Work Authorizations issued under this Agreement.
- 1.17 Scope of Services means the work and services described in Article 3, and on **Exhibit A** and other applicable exhibits hereto, or in a Work Authorization, as applicable.
- 1.18 Subconsultant means a firm, partnership, corporation, independent contractor (including 1099 individuals) or combination thereof providing services to the County through the Consultant for all or any portion of the advertised work or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.
- 1.19 Work Authorization means a written order issued by the Contract Administrator directing Consultant to perform services and detailing the terms of payment and scope of work.

ARTICLE 2

PREAMBLE

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

- 2.1 COUNTY has budgeted funds for the Project. The Project is funded with **PFC funds**. **It is anticipated that the Project may be eligible for federal grant funds, state of Florida grant funds, or Passenger Facility Charges ("PFCs").**

- 2.2 Award of this Agreement does not guarantee work will be authorized. A failure by the COUNTY to authorize work under this Agreement or to issue a Notice to Proceed shall not be deemed a breach of this Agreement.
- 2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and this Agreement incorporates the results of such negotiations.
- 2.4 COUNTY has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected CONSULTANT to perform the services hereunder.
- 2.5 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.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 CONSULTANT's services shall consist of the tasks and phases set forth in Exhibit "A", which will be authorized by Work Authorizations, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable, for the Project. CONSULTANT shall provide all services as set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2 The Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by COUNTY to CONSULTANT to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written COUNTY approval is at CONSULTANT's sole risk.
- 3.3 County and Consultant acknowledge that **Exhibit A** and any Work Authorizations issued hereunder 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 **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 or phases of service described in **Exhibit A**, or in this Agreement, from this Agreement, and to procure services from another source. In such

event: (i) Consultant shall be paid for services performed through the date of termination, 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 and Consultant shall perform the services required by such phases or tasks pursuant to the terms and conditions of this Agreement.

- 3.4 Codes/Regulations: Consultant, as it relates to the services required to be performed 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 and professional manner, and shall cause its subconsultants to also perform their duties, obligations and services under this Agreement in a skillful and professional manner.
- 3.6.2 The quality of Consultant's and its subconsultants' performance and all interim and final product(s) provided to or on behalf of County shall be comparable to the best local 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 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 and any Optional Services to be performed under this Agreement shall be authorized through the issuance of Work Authorizations. The issuance of a Work Authorization by the Contract Administrator in substantially the form of **Exhibit E** shall be required before services may begin. Such services may be authorized by the Contract Administrator, in his or her sole discretion, subject to the Maximum-Not-To-Exceed or Lump Sum amounts established for each item (as may be increased pursuant to the provisions hereof) and the maximum amount set forth in the Work Authorization.

3.9.1 Before any service is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with a written proposal for all charges expected to be incurred for such service, which proposal shall be reviewed by the Contract Administrator.

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 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 and the Consultant, so long as the maximum amount established pursuant to this Agreement for such item is not exceeded. 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.
- 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 At the conclusion of the term of this Agreement, no further Work Authorizations shall be issued. The Consultant shall be required however to complete all services under open Work Authorizations in accordance with the schedule for completion for each then outstanding Work Authorization. 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.

ARTICLE 4 TIME FOR PERFORMANCE; DAMAGES FOR DELAY

- 4.0 The initial term of this Agreement shall be for the period beginning on the date of execution of this Agreement by the Board and ending three years from that date ("Initial Term"). At its option, the County may renew this Agreement for two (2) additional one (1) year periods. The option to renew may be exercised by the County's Director of Purchasing by written notice of renewal to Consultant.**

- 4.1 CONSULTANT shall perform the services described in Exhibit "A", as and when authorized by Work Authorizations, within the time periods specified in the Project Schedule included in Exhibit "A"; said time periods shall commence from the date of the Notice to Proceed for such services. If applicable, the Work Authorization shall not expire until the expiration of all warranty periods provided for in the construction contract(s) for the relevant Project, unless it is terminated earlier as provided under applicable provisions of this Agreement.
- 4.2 Time of the Essence. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.
- 4.3 Prior to beginning the performance of any services and any subsequent phases under this Agreement, CONSULTANT must receive a Work Authorization and Notice to Proceed. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit the itemized deliverables/documents identified in Exhibit "A" for the Contract Administrator's review. The Consultant acknowledges and agrees that (1) the Project covered by this Agreement is one of several projects being administered at the Airport; (2) there must be coordination in the scheduling and implementation of all projects being administered at the Airport; and (3) in some circumstances, the commencement of certain phases or tasks associated with one or more of the projects will be tied to the completion of, or the schedules of, one or more phases or tasks of other projects. Accordingly, the Consultant acknowledges and agrees that the Contract Administrator may refuse to issue a Notice to Proceed with any phase or task of the Project or under a Work Authorization described by this Agreement, if such is deemed necessary in the coordination of other projects or in the implementation and scheduling of any other project. The parties acknowledge that, due to the nature and complexity of the Project, the Project schedule may require revision based upon subsequent circumstances. Therefore, the Project schedule may be revised with the prior written consent of the Contract Administrator. The Contract Administrator retains the final discretion to adjust the Project schedule or not.
- 4.4 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by COUNTY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, COUNTY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify COUNTY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.
- 4.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.6 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY, and the failure to substantially complete is caused in whole or in part by CONSULTANT, then CONSULTANT shall pay to COUNTY its proportional share of any claim or damages to Contractor arising out of the delay.

By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and COUNTY are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Article 10.10, INDEMNIFICATION OF COUNTY.

- 4.7 At the conclusion of the term of this Agreement, no further Work Authorizations shall be issued. The Consultant shall be required however to complete all services under open Work Authorizations in accordance with the schedule for completion for each then outstanding Work Authorization, as amended.

ARTICLE 5 COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

5.1.0 Deliverables List and Staff-Hour Calculation

Based upon the Scope of Services described in Exhibit A, the Consultant has provided a list of phases, sub-phases, tasks, drawings, reports and other design related deliverables to the Project Manager, or as otherwise designated by County, and negotiated a quantity of staff-hours and deliverables assigned to each document/task. The negotiated staff-hours and deliverables assigned to each document/task has been approved by the Contract Administrator, and is the basis for the "Maximum Amounts Not-To-Exceed" and/or "Lump Sum" amount for each phase, sub-phase and/or task.

5.1.0.1 Maximum Compensation Payable to Consultant

County agrees to pay Consultant as compensation for performance of all services as related to Exhibit A required under the terms of this Agreement, Salary Costs, as described in Section 5.2 , or Lump Sum fees, up to a maximum amount of \$1,660,834 and to reimburse Consultant for Reimbursables as described in Section 5.3 , up to a maximum amount of \$60,000 and to pay Consultant as compensation for Optional Services as described in subsection 5.1.3, below, up to a maximum amount of \$379,166 for a total maximum amount payable to the Consultant under this Agreement of Two Million One Hundred Thousand Dollars (\$2,100,000).

5.1.1 Maximum Amount Not-To-Exceed Compensation

Compensation to CONSULTANT for the performance of Basic Services identified in Exhibit "A" as payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Article 5.2 up to a maximum amount as stated in the Work Authorizations and in the amounts not to exceed those for Exhibits "A" and "F", unless as provided herein.

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

5.1.2 Lump Sum Compensation

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

5.1.3 Optional Services

COUNTY has established an amount of **\$379,166** for potential Optional Services identified in Exhibit "F" which may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by COUNTY.

5.1.4 Reimbursable Expenses

COUNTY has established a maximum amount not-to-exceed of **\$60,000** for potential reimbursable expenses which may be utilized pursuant to Article 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by COUNTY.

5.1.5 Salary Rate

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

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

5.1.6 Phased Payments

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

<u>Project Phase/Task – See Exhibit A</u>	<u>Method</u>	<u>Fee Amount</u>
<u>Phase 1 – Program Verification</u>		
<u>Tasks 1.1, 1.2,1.3, 1.3.3.3, 1.4, 1.5, 1.6, 1.7, 1.8,1.9, 1.10</u>	<u>Lump Sum</u>	<u>\$680,237</u>
<u>Tasks 1.8.4 & 1.11</u>	<u>Maximum Not-to-Exceed</u>	<u>\$50,000</u>
<u>Sub Total – Verification Phase</u>		<u>\$730,237</u>
<u>Phase 2 – Construction Documents</u>		
<u>Phase 2A – Design Development (30% Complete)</u>	<u>Lump Sum</u>	<u>\$233,983</u>
<u>Phase 2B – Construction Documents (60% Complete)</u>	<u>Lump Sum</u>	<u>\$242,460</u>
<u>Phase 2C – Construction Documents (90% Complete)</u>	<u>Lump Sum</u>	<u>\$220,577</u>
<u>Phase 2D – Construction Documents (100% Complete)</u>	<u>Lump Sum</u>	<u>\$113,116</u>
<u>Public Outreach</u>	<u>Maximum Not-to-Exceed</u>	<u>\$40,000</u>
<u>Phase 2E – Permitting Phase Services</u>	<u>Lump Sum</u>	<u>\$33786</u>
<u>Phase 2F- Bid and Award Services</u>	<u>Lump Sum</u>	<u>\$46,675</u>
<u>Sub Total – Phase 2 – Construction Documents</u>		<u>\$930,597</u>
<u>Total Basic Services Fee</u>		<u>\$1,660,834_</u>

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

5.2 SALARY COSTS

The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and, 3) an operating profit margin, as set forth on Exhibit B. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within one hundred eighty (180) days after CONSULTANT's most recently completed fiscal year. If the certification is not available at the time of contracting, the certification shall be provided when it becomes available, provided however, CONSULTANT certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting. **The overall multiplier shall not exceed 2.9 for the duration of this Agreement.**

5.2.1 CONSULTANT shall require all of its subconsultants to comply with the requirements of Article 5.2. Subconsultants may be exempted from the FAR audit requirements of Article 5.2 upon application to, and written approval by, the County Auditor.

5.2.2 Salary Costs for CONSULTANT and subconsultants as shown in Exhibit "B" are the Maximum Billing Rates which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit "B" for the CONSULTANT or any subconsultant, the CONSULTANT shall reimburse the COUNTY based upon the actual costs determined by the audit. **The Maximum Hourly Rate shall not exceed \$250.00 per hour during the life of this Agreement.**

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon the CONSULTANT's 'home office' rates. Should it become appropriate during the course of the agreement that a 'field office' rate be applied, then it is incumbent upon the CONSULTANT to submit a supplemental Exhibit "B" reflective of such rates for approval by Contract Administrator and invoice the COUNTY accordingly.

5.2.4 The total hours payable by the COUNTY for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours in any week. In no event shall CONSULTANT be paid additional compensation for exempt employees. In the event the work requires non-exempt personnel to work in excess of 40 hours per week (overtime), any additional hours must be authorized in advance, in writing, by the Contract Administrator. In such an event, Salary Costs for overtime hours shall be payable at no more than one and one half of the maximum hourly rate as shown on Exhibit "B", adjusted by a multiplier reflective of applicable overhead and fringe costs, if any, and the agreed upon operating profit margin.

5.2.5 Notwithstanding the Salary Costs set forth in Section 5.2 above, hourly rates **and compensation** have been negotiated with CONSULTANT utilizing a **flat rate** method and factors agreed to by CONSULTANT and the Contract Administrator which do not comply with Section 5.2. The method and factors utilized to determine the hourly rates are set forth on the applicable Exhibit "B," attached hereto.

5.3 REIMBURSABLES

5.3.1 In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project, and as not otherwise specified in Exhibit "A", may be charged at actual cost with prior written approval by the Contract Administrator, and shall be limited to the following:

- a) Transportation expenses, subject to the limitations of Section 112.061, Florida Statutes, to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside Miami-Dade/Broward/Palm Beach County.
- b) Per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel, subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days.
- c) Cost of printing, reproduction, or photography.
- d) Identifiable geotechnical investigations, utility locations and testing costs.
- e) Permit fees paid to regulatory agencies for approvals directly attributable to the Project, excluding permits required for the Contractor.
- f) Any other pre-authorized miscellaneous expenses.

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

5.4 METHOD OF BILLING

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

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE/DBE participation to date. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project

number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by CONSULTANT is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Article 5.1.2

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE/DBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 METHOD OF PAYMENT

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

5.5.2 Upon CONSULTANT's satisfactory completion of any task or phase of the Project or under a 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. Final payment for the Project must be approved by the Director of the Broward County Purchasing Division.

5.5.3 Payment will be made to CONSULTANT at:

Kimley-Horn and Associates, Inc.
PO Box 93520
Atlanta, GA 31193-2520

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

ARTICLE 6

OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

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

6.4.1 For Optional Services not already within the scope of Article 5.1.3 and Exhibit "F", Work Authorizations shall be issued as follows:

6.4.1.1 Any Optional Services Work Authorization that will cost COUNTY less than Thirty Thousand Dollars (\$30,000.00) may be signed by Contract Administrator and CONSULTANT.

6.4.1.2 Any Optional Services Work Authorization that will cost COUNTY at least Thirty Thousand Dollars (\$30,000.00) but not more than \$100,000.00 may be signed by COUNTY's Purchasing Director, and CONSULTANT.

6.4.1.3 Any Work Authorization above the COUNTY's Purchasing Director's authority must be approved by the Board.

6.5 As provided in Article 9, each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value shall be reviewed by COUNTY for opportunities to include or increase CBE/DBE participation. CONSULTANT shall demonstrate good faith efforts to include CBE/DBE participation in change order work and shall report such efforts to the Office of Economic and Small Business Development.

ARTICLE 7 COUNTY'S RESPONSIBILITIES

7.1 CONSULTANT may review public records relevant to the Scope of Work and request to review other information pertinent to the Project. County, in making information and documents available to the CONSULTANT, does not certify the accuracy or completeness of such data. Any conclusions or assumptions drawn thereof by CONSULTANT shall be the sole responsibility of the CONSULTANT and subject to verification by CONSULTANT.

7.2 ~~CONSULTANT~~ 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.

ARTICLE 8 INSURANCE

8.1 CONSULTANT shall at minimum maintain at its sole cost in force at all times during the term of this Agreement the insurance coverage set forth in this Article, in accordance with the terms and conditions required by this Article.

8.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. CONSULTANT shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.

8.2.1 Professional Liability Insurance with minimum limits of Two Million (\$ 2,000,000) each claim and per aggregate. Any deductible amount shall not exceed Two Hundred Thousand (\$200,000) for each claim. The Certificate of insurance shall indicate the policy deductible. If coverage is provided on a, "claims-made" basis, coverage shall remain in force for at least two (2) years after the completion of services. CONSULTANT shall notify County in writing of any claims filed against the Professional Liability policy within thirty (30) days.

8.2.2 Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the Workers' Compensation Law, of the State of Florida and all applicable federal laws. Policy shall include Employer's Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

8.2.3 Commercial General Liability Insurance ~~with~~ minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage and Two Million Dollars (\$2,000,000) per aggregate without restrictive endorsements limiting or excluding coverage for:

- a. Premises and/or Operations.
- b. Products/Completed Operations
- c. Independent Contractors.
- d. Broad Form Property Damage.
- e. Broad Form Contractual Coverage applicable to this specific Agreement.
- f. Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Personal Injury.

8.2.4 Business Automobile Liability Insurance, if a business auto is used in performance of services, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage without restrictive endorsements limiting or excluding coverage for:

- a. Owned vehicles
 - b. Hired and non-owned vehicles
 - c. Employers' non-ownership
- Scheduled vehicles (must be listed on the Certificate of Insurance)

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

8.3 CONSULTANT shall provide to COUNTY proof of insurance in form of Certificates of Insurance and endorsements evidencing all insurance required by this Article within fifteen (15) days of notification of award. COUNTY reserves the right to obtain a certified copy of any policies required by this Article upon request. Coverage is not to cease and is to remain in force until final acceptance by County. COUNTY shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire

prior to the completion of the work, proof of insurance renewal shall be provided to COUNTY upon expiration.

- 8.4 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.
- 8.5 If CONSULTANT uses a subconsultant, CONSULTANT shall require subconsultant to name "Broward County" as an additional insured on any Commercial General Liability and the Business Automobile Liability policies.

ARTICLE 9 EEO AND DBE COMPLIANCE

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

CONSULTANT shall include the foregoing or similar language in its contracts with any subconsultants, subcontractors or suppliers, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CONSULTANT all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

9.2 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

CONSULTANT agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this CONSULTANT or such other remedy as COUNTY may deem appropriate.

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

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

The CONSULTANT has committed to Twenty percent (20%) DBE Participation.

9.2.1 Prior approval of OESBD must be obtained to add or change a DBE subconsultant.

9.2.2 COUNTY shall review each proposed modification to this Agreement that, by itself or aggregated with previous modifications, increases the total contract price by ten percent (10%) or more of the initial total contract price or Fifty Thousand Dollars (\$50,000), whichever is less, for opportunities to include or increase participation of DBE already involved in the Contract. The CONSULTANT shall demonstrate that it makes good faith efforts to include DBE participation in work resulting from any such modification, and shall report such efforts to the OESBD.

9.2.3 On-site reviews to monitor the CONSULTANT's progress in achieving and maintaining contractual DBE obligations will be carried out by the Contract Administrator in conjunction with the Broward County Office of Economic and Small Business Development ("OESBD").

9.2.4 Nothing herein shall be construed to require the CONSULTANT to award a subcontract to a DBE if the DBE did not submit the lowest responsive bid.

9.2.5 Contract Assurances. The following clauses pertaining to compliance with 49 CFR Part 26 are incorporated into and are a part of this Agreement, upon its award by the COUNTY, are to be incorporated into the terms of the CONSULTANT's solicitations, subcontracts, material supply contracts and purchase orders. In the event the following clauses conflict with any other terms or provisions of this Agreement, or any of the terms of the CONSULTANT's solicitations, subcontracts, material supply contracts and purchase orders, the clauses set forth in this Section shall control.

9.2.5.1 Compliance monitoring will be conducted to determine if the CONSULTANT and its subconsultants are complying with the requirements of the DBE Program. Failure of the CONSULTANT to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26 and the County's Business Opportunity Act of 2012, Ordinance 2012-33, as may be amended from time to time. Contract compliance will encompass monitoring for contract dollar achievement and DBE utilization. The OESBD shall have the authority to audit and monitor all contracts and contract related documents pertaining to Broward County projects.

9.2.5.2 The CONSULTANT shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE subconsultants.

9.2.5.3 The CONSULTANT agrees to submit a Monthly DBE Utilization Report, Exhibit "C-3," to the Contract Administrator with a copy to the OESBD, on DBE participation, which shall contain a record of payments made to its DBE subconsultants.

9.2.5.4 The CONSULTANT agrees to submit a Final DBE Utilization Report, Exhibit "C-4," containing the total amount paid to its DBE subconsultants. This report must be submitted with the CONSULTANT's request for final payment and release of retainage.

9.2.5.5 Nondiscrimination – The CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

ARTICLE 10
MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

10.1.1 All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of COUNTY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to COUNTY within fifteen (15) days of the receipt of the written request from the Contract Administrator or written notice of termination.

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

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

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

10.2 TERMINATION

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

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

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

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

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

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

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

10.2.3 Notice of termination shall be provided in accordance with the "NOTICES" Section of this Agreement except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health or safety may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" Section of this Agreement.

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

10.3 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 services under this Agreement upon receipt of a written Notice to Proceed 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 Article shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 10.2.

10.4.2 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 Article 10.4.

10.5 PUBLIC ENTITY CRIME ACT

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

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

10.6 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 for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT. Where CONSULTANT's failure to use subconsultant results in CONSULTANT's noncompliance with CBE/DBE participation goals, such failure shall entitle the affected CBE/DBE firm to damages available under this Agreement and under local and state law. The list of subconsultants is provided on Exhibit "C".

10.7.2 CONSULTANT shall bind in writing each and every approved subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 8 on CONSULTANT's subconsultants. Broward County Risk Management Division, after taking into consideration the services to be provided by each of its subconsultants, will determine coverage 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.

10.7.3 If any of the services outlined in this Agreement are furnished by Consultant by obtaining the services of subconsultants, Consultant, upon request, 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 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Article 10.7. 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.

10.9 REPRESENTATIVE OF COUNTY AND CONSULTANT

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

10.10 INDEMNIFICATION OF COUNTY

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

10.11 ALL PRIOR AGREEMENTS SUPERSEDED

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

10.12 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 Update.
- 10.12.3 Consultant, its subconsultants, and the subsidiaries, officers and personnel of Consultant and its subconsultants shall not perform consulting work or provide 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 Update, including such additional property that may need to be acquired to implement the development described in the Master Plan Update. At least ten (10) calendar days prior to undertaking any such work, the Consultant shall provide the 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 AMENDMENTS

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

10.14 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. The parties designate the following as the respective places for giving of notice:

FOR COUNTY:

Marc Gambrill, PE, AAE, CIP Director, Contract Administrator
Broward County Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312

FOR CONSULTANT:

Michael Carey, P.E.
Kimley-Horn and Associates, Inc.
600 North Pine Island Road, Suite 450
Plantation, Florida 33324

10.15 TRUTH-IN-NEGOTIATION CERTIFICATE

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

10.16 INTERPRETATION

This Agreement and its preparation has been a joint effort of both parties to express their mutual intent. No rule of strict construction shall be applied against either party hereto, nor shall the Agreement, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, the terms are interchangeable and such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.17 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 also serve as CONSULTANT's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

10.19 NOT USED

10.20 INDEPENDENT CONTRACTOR

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

10.21 THIRD PARTY BENEFICIARIES

Except as provided under Article 10.7, 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 referenced **Exhibits and Attachments** are incorporated into and made a part of this Agreement.

10.23 MATERIALITY AND WAIVER OF BREACH

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

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

10.24 COMPLIANCE WITH LAWS

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

10.25 SEVERANCE

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

10.26 PRIORITY OF PROVISIONS

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

10.27 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 INTEREST

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

10.28.2 Rate of Interest. In any instance where the prohibition or limitations of Article 10.30.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.29 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. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

10.30 RE-USE OF PROJECT

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

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

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

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

10.31 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.

10.32 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.

(The remainder of this page intentionally left blank)

CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: Broward County, Florida through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and CONSULTANT, signing by and through its authorized representative, duly authorized to execute same.

<p>COUNTY ADMINISTRATOR ATTEST: County Administrator and Ex-Officio Clerk of the Board of County Commissioners</p> <p>_____ Date</p> <p><u>Bertha Henry</u> Print Name</p>	<p>COUNTY MAYOR or VICE-MAYOR:</p> <p>_____ Mayor or Vice-Mayor Date</p> <p><input type="checkbox"/> Tim Ryan <input type="checkbox"/> Martin David Kiar Print Name</p>
<p>COUNTY RISK MANAGER:</p> <p>Approved as to surety company qualifications, insurance requirements and insurance documentation.</p> <p>_____ Date</p> <p><u>Tracy Meyer, Esq.</u> Print Name</p>	<p>COUNTY ATTORNEY:</p> <p>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</p> <p><u>[Signature]</u> 2/9/15 Assistant County Attorney Date</p> <p><u>Alexander J. Williams, Jr., Esq.</u> Print Name</p>
<p>CORPORATE SECRETARY ATTEST: (Affix Corporate Seal or 2 Witnesses below)</p> <p><u>[Signature]</u> 2/6/15 Witness Date</p> <p><u>Lyndon Michael Carney</u> Print Name</p> <p><u>[Signature]</u> 2/6/15 Witness Date</p> <p><u>GARY R RATAY</u> Print Name</p>	<p>CONSULTANT:</p> <p><u>Kimley-Horn and Associates, Inc.</u> Name of Consultant</p> <p><u>[Signature]</u> Signature</p> <p><u>Jill Capelli Associate</u> Print Name and Title of Signer</p> <p><u>6</u> Day of <u>February</u>, 20<u>15</u></p>



EXHIBIT A SCOPE OF SERVICES/PHASES/TASKS

OVERVIEW

The Broward County Aviation Department (BCAD) has selected Kimley-Horn and Associates (KHA) to provide Professional Engineering Services associated with the Rehabilitation of Runway 10L-28R and other airfield pavements at Fort Lauderdale-Hollywood International Airport (FLL). See Exhibit 1, Project Elements. This Capital Improvement Project will enable BCAD to maintain the primary runway and other airfield pavements in good operational condition.

The improvements included in the scope of the program are as follows:

- Rehabilitate Runway 10L approach Engineered Materials Arresting Bed (EMAS)
- Rehabilitate and Extend Runway 28R approach EMAS
- Rehabilitate Taxiway Alpha west of decommissioned Runway 13-31
- Rehabilitate Runway 10L-28R
- Rehabilitate Taxiway Bravo west of decommissioned Runway 13-31
- Rehabilitate Taxiway Bravo Eight (B8) at East End
- Rehabilitate connecting Taxiways to Runway 10L-28R
- Rehabilitate entrance to Fed Ex and FBO west of Embraer
- Runway and Taxiway Lighting System Upgrades and Electrical Improvements

Other improvements such as construction of new high speed exits or relocation/replacement of existing taxiway connectors to Runway 10L-28R are not included in this scope of work. There are no Runway Capacity Enhancements included in this project.

This proposal is subdivided into two Phases: Program Verification Phase and Construction Documents/Design Phase. A third phase, Construction Phase Services, will be addressed once the project scope is more fully developed.

Formatting standards for all drawings, documents and reports will comply with the latest standard as set forth by BCAD. If no drawing standards exist, the KHA team shall develop standards specific to the project and provide this information to the Airport for its use. The latest version of the AutoCAD software for drawings and the Microsoft Word software for word processing will be utilized in association with this project. Microsoft Project, Microsoft Power Point, and ESRI will be used as necessary for various tasks. All work by the KHA team shall conform to or be compatible with these conventions. Professional seals and signatures will be provided in accordance with Florida law regulating the practice of engineering and surveying.

It is anticipated that the program will consist of a single major construction bid package. Alternate bid items may be developed, subject to project budget, however, these will be in the context of a single project.

The Scope of Services specifically omits facilitating a Safety Risk Assessment (SRA). The KHA team will participate in the SRA, however the Panel will be developed and lead by others.

SCOPE OF SERVICES

The Scope of Services is subdivided into two (2) phases detailed as follows:

Phase 1 – Program Verification Phase

Duration: 2- 3 months

The purpose of this phase is to review existing information and conditions such as reports, record drawings and surveys and to perform preliminary studies and obtain information needed to make necessary decisions regarding design considerations and develop construction documents.

1.1 Project Administration

KHA shall provide administrative task throughout the project including project planning, budgeting, schedules and updates, attend and chair review meetings and prepare minutes for all meetings.

1.1.1 Obtain Security Badges and Airfield AOA Driver's Licenses

Key team members (any individual that will need access to the airport for more than 14 un-escorted days) will obtain security badges and Airfield AOA Driver's Licenses for access to the Air Operations Areas (AOA) at the Airport for the purpose of conducting field investigations, geotechnical investigations, surveys, and field reviews for design of the project. KHA will budget up to three (3) previously un-badged employees to provide an escort to un-badged subconsultants requiring access to the airfield and will coordinate with Airport Operations and/or Security to do so. BCAD has agreed to provide two (2) escorts during the initial surveying phase of the project.

1.1.2 Project Initiation Workshop

BCAD will chair the project initiation or Kickoff meeting, with support of the KHA team. KHA will prepare minutes from this meeting and distribute them throughout the attendees for concurrence or correction. KHA will be responsible for the Workshop which will include the preparation of agenda, coordination of invitees, meeting notices, preparation of handouts, conducting the meeting, preparation and distribution of minutes. Lessons learned from previous projects will be discussed.

1.1.3 Work Planning

The purpose of a project work plan is to provide the project team with a "road map" for successful execution of the Project. The items contained in the Project Work Plan consist of the contract Scope of Services, terms and conditions, schedule, Quality Control Plan, organizational chart, and lines of communication. The schedule identifies the external deadlines, the internal deadlines and the schedule of quality control input and reviews. The work plan will identify each team member and their role.

Deliverables: KHA will submit three (3) bound copies and 1 electronic copy of the work plan to the Airport in draft form within one week of the NTP, and three (3) bound copies and 1 electronic copy of the final work plan incorporating the Airport's comments within one week of receipt of the comments. This work plans will be updated as needed.

1.1.4 Progress Meetings/Reporting

KHA shall be responsible for the preparation of design review meetings, progress reports, preparation of agenda, coordination of invitees, meeting notices, preparation of handouts, conducting the meeting, preparation and distribution of meeting minutes, and tracking action items resulting from the meeting.

1.1.5 Project Web Site Development

A project website will be developed for the purpose of sharing and transferring large files. In addition, all meeting minutes, schedules, design criteria, etc. will be posted on this Site for project Stakeholder access. The security of the web site will include a log in and password that will be represented to each stakeholder. The stakeholders will include the Consultant design team, Airport staff members, FAA, and others as identified in the project process.

Deliverables: A project website utilizing SharePoint will be developed within one week of the NTP for project stakeholders to use/access as necessary for project communications. Modifications to this website will be made following the first meeting and through this project to incorporate comments made by the project stakeholders.

1.1.6 Design Schedule

KHS shall develop a critical path schedule based on the requirements presented by the Airport. An initial project schedule will be presented to the Airport at the project kickoff meeting and included into the meeting minutes. This schedule will be then updated for each meeting and included on the project website for all stakeholders to utilize when needed.

The overall program schedule is dependent on the opening and operation of the new South Runway. The South Runway is scheduled to be opened in September 2014. The one year warranty period would expire in September 2015. With the traditional travel season being Thanksgiving through Easter (November through April), the North Runway should not be taken out of service until May 2016. Construction may begin prior to May 2016 but the Runway should not be taken out of service until May 2016. Using this as a point of beginning, the project Program Verification Phase, Construction Documents Phase and Bid and Award Phases can be determined.

Deliverables: KHA shall submit to the Airport eight (8) copies of an 11" x 17" bar chart schedule using Microsoft Project. All task identified in this scope will be included in the schedule. The schedule will be updated with each meeting, delivered to the team in hard copy and posted on the project website in pdf form.

1.1.7 Coordination Meetings

Coordination meetings will be held monthly (with up to two (2) additional meetings) through the nine months of the Program Verification and Design Phases of this project. These meetings (or working groups) shall include the stakeholders associated with this project including BCAD staff, FAA staff, and the Consultant project team members to resolve questions and obtain answers to clarify design considerations and operational impacts of the project. In addition, the design and anticipated construction schedule will be reviewed at each meeting including current status on the project to completion and review of major milestone dates. These meeting will also include discussion of many additional planning items and white papers that have been identified as critical to the design of the project. These analyses, reports, alternatives, investigation, workshops, and meetings will be used to provide the airport with various options, reconstruction alternatives and improvements, and lessons learned which will be considered prior to preparation of contract documents.

Deliverables: Agendas, minutes, project milestones, exhibits or status reports.

1.1.8 Executive Meetings

Executive level meetings will be held every third month (3 total) through the duration of the design phase of this project. These meetings shall includes senior members of the Airport staff or others as directed, to provide status updates and solicit executive input.

Deliverables: Agendas, minutes, project milestones, exhibits or status reports as necessary.

1.2 Geometric review of the airfield pavement in accordance with the current FAA AC 150/5300-13A.

Consistent with the guidance contained in AC 150/5300-13A to consider bringing runway and taxiway geometry into conformance with the most current criteria contained in the circular at the time of a major reconstruction or rehabilitation project, the KHA Team will conduct a review of the existing configuration of the runway and taxiway system. This review will focus on addressing several key considerations related to the geometry of Runway 10L-28R and its affiliated taxiway system. This assessment will not include any capacity modeling; instead it will focus on geometric configuration associated with the following items:

- Determination of the Appropriate Taxiway Design Group.
- Assessment of Taxiway tapers (fillets) at Taxiway to Taxiway intersections.
- Runway and taxiway shoulder requirements.
- Mitigation of conditions within the four identified airfield hotspots to include the wide expanse of pavement at both ends of Runway 10L-28R.
- Identification of other geometric issues per AC 150-5300-13A criteria for future consideration.

1.2.1 Determination of Taxiway Design Group

Using information from the most current aviation forecast effort for FLL that included projections of aircraft fleet mix, The KHA Team will define the appropriate Taxiway Design Group per the criteria contained in AC 150/5300-13A for taxiways within the limits of the project area.

1.2.2 Assessment of Taxiway Tapers (fillets)

Using Aeroturn software, KHA will model the entire runway and associated taxiway network within the work area to confirm the existing pavement widths and associated tapers comply with the current advisory circular. Noted deficiencies will be identified and remedial action recommended.

1.2.3 Runway/Taxiway Shoulder Requirements

Given the identified Runway Design Group and Taxiway Design Group, KHA will establish the specific design requirements for runway shoulders along Runway 10L/28R. Additionally, the requisite taxiway shoulder dimensions will also be defined for the system of parallel, partial parallel and exit taxiways and partial parallel taxiways that serve Runway 10L/28R and are located within the project area. The widths of shoulders along the taxiway and taxilanes serving the runway may vary based on the aircraft fleet operating on these routes.

Assessment of Hotspot and Runway/Taxiway End Geometry

The assessment of Hotspot issues to include the non-conforming geometry (contributor to Hotspot 4) at both ends of Runway 10L/28R will include the following actions:

- Review of the basis for the designation of the hotspots by the FAA;
- Review FLL historic incident data from FAA ASIAs,ASRS and AIDS databases to identify events within the hotspots;
- Definition of up to 3 alternative actions to address each hotspot issue;
- Up to 3 coordination meetings with FLL staff and/or others to discuss and determine actions;
- Preparation of a Draft Hotspot Mitigation briefing memorandum summarizing the issues, mitigation options and recommended action for inclusion into the design report. Respond to review comments and issue a final briefing memorandum.

1.2.4 Overview of geometric issues outside of identified Hotspots

A cursory review of the existing airfield geometry associated with Runway 10L/28R and its affiliated taxiway system against the requirements set forth in AC 150/5300-13A indicates a number of conformity issues between the legacy airfield layout and the new guidance. Such deviations include but are not limited to items such as:

- Complexity leading to Situational Awareness impacts (Example Taxiway B1,B2 and B)
- Taxiway crossings in the High Energy section of the runway (Example Taxiway Q)
- Avoidance of wide expanses of pavement (Example Taxiway G at Taxiway B; Taxiway B1, B2, and B, Taxiway C, B and Runway 10L, Taxiway B/B7 and Taxiway A/A6)
- Facilitate Indirect Access (Example Issue Taxiway T2/B6 to Runway 28R)

The KHA team will conduct a general overview of Runway 10L/28R and associated taxiways serving the runway to identify AC 150/5300-13A conformity issues for the consideration of staff and as a basis for seeking future FAA funding based on standards conformity and safety enhancement to address the noted items. A briefing memorandum would be developed identifying issues and, using incident data from Task 1.2.4 define historic incidents that have occurred in the vicinity of the noted areas of geometry no longer consistent with FAA guidance. This memorandum would summarize options to address the issues and though discussions with FLL staff include recommended actions. The recommended actions may include references to the need for further study and coordination with stakeholders that would occur outside of the runway rehabilitation effort.

Note: This effort is for planning purposes only. The limits of work are reflected in Exhibit 1, project elements.

1.3 Existing Pavement Evaluation

KHA and its design team will provide professional services related to a pavement investigation program of the existing north airfield pavements within the scope of the project which will be used in the pavement alternatives analysis described in Task 1.4, Runway and Taxiway Rehabilitation Options Benefit Cost Analysis. The results from Task 1.3 and 1.4 will be used to investigate the functional and structural condition of the runway and taxiway pavement and ultimately select the pavement rehabilitation option for Runway 10L-28R and associated Taxiways within the Scope of the Project.

1.3.1 Define Requirements

The KHA pavements team will meet with BCAD to define project requirements, arrange logistics, discuss testing and develop analytic methods.

1.3.2 Records Review

Prior to beginning any field work, the design team will review pertinent records concerning the runway and taxiway pavement areas. This includes a review of previous network-level PCI surveys or other condition evaluations, construction records, traffic histories, traffic projects, and traffic patterns.

The information collected during this task will be used to efficiently plan the field work conducted in this Phase, as well as to perform the pavement analysis and development of rehabilitation recommendations.

1.3.3 Pavement Investigation

The field investigation for this project will include a visual inspection and deflection testing of the runway and taxiway pavements. Geotechnical Investigation will be conducted during this period and as described in detail in Task 1.3.3.3 below.

1.3.3.1 Visual Condition Survey

KHA will perform a visual inspection of the runway and associated taxiways within the project limits. The level of inspection, along with FWD testing and material testing provides the project team with the information necessary to generally characterize the pavement condition, to identify localized areas with severe distress, and to determine any areas that require structural testing outside of the normal testing pattern. It is estimated that a crew of three (3) persons will be used, one BCAD employee to provide and to drive a vehicle with lighting and two KHA pavement inspectors. It is assumed that the pavement inspections will be performed during nighttime closures under artificial lighting, concurrently with the surveying, geotechnical, utility locations, and other task as may be needed and scheduled.

This visual investigation is not meant to replace the PCI survey being performed by the Florida Department of Transportation (FDOT), which may run concurrently, or be performed prior to or after this survey. The FDOT survey will be used to supplement the visual inspection if the data is available.

Digital photographs of the pavement will also be obtained to record the condition at the time of inspection. The survey work will be coordinated with Airport Operations, and the Air Traffic Control Tower (ATCT) to limit the impact to operations.

1.3.3.2 Falling Weight Deflectometer (FWD) Testing

Since it has been approximately 10 years since the last structural analysis, a nondestructive testing program will be used to evaluate the structural sufficiency of the existing pavement that will be used to refine design analyses. Nondestructive deflection testing with an FWD provides a wealth of information about the load carrying capabilities of the pavement and the uniformity of support conditions. The results of the testing program will be used to determine the structural integrity and load carrying capacity of the existing pavement sections. The results will also supplement the condition inspections, coring data and materials analyses in areas where structural distresses are apparent, and provide inputs for determining the extent of any strengthening or rehabilitation that may be required.

FWD testing will be conducted following the guidance in FAA Advisory Circular 150/5370-11A, Use of Nondestructive Testing in the Evaluation of Airport Pavements. It is anticipated that FWD testing will be performed during nighttime runway closures and will coordinated with Airport Operations and ATCT.

The FWD equipment is configured to address local conditions. The purpose of the customized configuration is to simulate the actual loading conditions in the field. Given the variety of aircraft operating at FLL, the following configuration is envisioned:

- Drop sequence commensurate with aircraft loading.
- Large load plate with an 5.9 – inch radius.
- Sensors spaced according to SHRP recommendations at 0, 8,12,18,24,36,48,60 and 72 inches.

For this project-level evaluation, the design team proposes to perform testing in six lanes for the runway, three on either side of the runway centerline and four lanes for the taxiways with two on either side of the taxiway centerline. On the runway, testing will be performed at staggered 100- foot intervals in the two lanes nearest the centerline, at 200-foot staggered intervals in the two middle lanes, and 200- foot interval in the outer two lanes to provide an assessment of the pavement condition and relative load induced damages between keel and side section. Testing between lanes will be staggered to provide adequate lateral coverage of the facility. Additional testing may be performed as needed, such as areas of greater deterioration. FWD testing is anticipated be performed over a 10 consecutive night period (based on anticipated 4-hour testing window) assuming minimal disruptions.

The proposed testing pattern provides a thorough distribution of test locations throughout the pavement sections and provides sufficient data to accurately evaluate the material properties and to analyze the load-carrying capacity and materials properties of each section. Specific results that will be generated from this testing program include: Impulse Stiffness Modulus (ISM), normalizing deflections, elastic modulus (E) of individual pavement and subgrade layers. The results will be used as inputs to subsequent analyses to assess the pavement structural capacity and feasible rehabilitation alternatives in accordance with FAA design standards included in Advisory Circular 150/5320-6E.

1.3.3.3 Materials Investigation Assistance and Analysis

Based on preliminary results of the visual pavement survey and deflection testing, additional corings and borings will be needed. The objective of the geotechnical investigation is to obtain samples and perform materials testing to determine the pavement cross-section, to assess the underlying conditions of the pavement structure, and to determine properties of the in-place materials.

It is anticipated the following testing will be conducted.

1. Thirty five (35) Standard Penetration Test (SPT) borings to a depth of 10 feet below existing grade along the proposed runway and taxiway alignment. Boring profiles will be provided with descriptions and depths of materials, date performed, sample ID numbers, classification, and SPT N- values. These locations will be marked in the field by the project surveyor.
2. Twenty (20) 6" diameter pavement cores to a depth of approximately 18 inches below existing pavement grade (asphalt surface) to determine the existing asphalt and limerock thicknesses. Photos of cores will be provided with ruler or other tool for reference. Asphalt thickness varies throughout the runway. These locations will be marked in the field by a representative of the design team.

For asphalt forensic purposes, these cores could be tested to determine the characteristics of the asphalt placed including extraction, % AC, and in-place air voids from Gmb and Gmm. For the purposes of these tests it is assumed two asphalt lifts per core, the current surface course and the one immediately beneath.

3. Five (5) laboratory CBR tests to verify subgrade CBR values. Material for the CBR tests will be collected from material at 12" below existing grade (or below limerock base) in the locations identified in the field by a representative of the design team. Equivalent LBR values will be provided in the report. Test shall be per ASTM D 1883.
4. Laboratory testing on each of the SPT borings taken including classification using the Unified Soil Classification System, grain size analysis, soil hydraulic conductivity (3 tests per SFWMD requirements), Atterberg limits, standard proctor, and organics content. Subsurface Soil Profile should be included in the report to determine the arrangement of different layers of the soil with relation to the proposed subgrade elevation.
5. Documentation of the ground water table at the time of testing and estimated seasonal high water table elevations.
6. Moisture-Density Relations of soils. For purposes of compaction control during construction, test to determine the moisture-density relations of the different types of soils should be performed. ASTM Method D 1557, Standard Test Methods for Laboratory Compaction Characteristics of Soils Using Modified Effort (56,000 ft-lbf/ft³) (2,700 KN-m/m³) will be used.

Findings will be summarized in a report that contains the exploration data, laboratory data and discussion of the site and subsurface conditions should be provided. Final report will be provided within 21 days of completing all field work.

In order to accomplish this work, the runway and associated taxiways must be closed. As such, the work will be accomplished at night between the hours of 1am and 5am or 4 hours per night. It is estimated the runway will be closed for approximately 11 nights.

1.3.3.4 Smoothness Testing. The smoothness of the existing runway surface will be evaluated using an Airport Pavement Profiler and PROFAA program, both developed at FAA's Technical Center. The data will be analyzed to identify areas of localized and global roughness, which will be used for development of rehabilitation options and procedures (e.g. use of long ski and/or string line/laser controls).

1.3.4 Pavement Data Analysis and Development of Rehabilitation Alternatives

1.3.4.1 Functional Analysis. The results of the records review, condition surveys, FWD testing, FDOT PCI data (2012 or current) and geotechnical investigation will be analyzed to determine the overall structural condition of the payments. Additionally, the distress information will be analyzed to determine the types of distress present in each pavement section and the primary cause of deterioration (structural, climatic, or other). The data will also be compared to previous network-level PCI to evaluate the rate at which each pavement section is deteriorating. This assessment will be used to determine what asphaltic rehabilitation alternatives may provide acceptable performance over time and what areas might be required to be repaired prior to any rehabilitation.

1.3.4.2 Traffic Analysis. With input from BCAD, an Aircraft Fleet Mix will be selected and a traffic distribution model developed. This information will be used in remaining life and pavement design computations. Traditionally, historical traffic data is utilized with a growth factor incorporated over the design life of the pavements. All inputs will be reviewed and coordinated with BCAD.

1.3.4.3 Structural Analysis

The back-calculated FWD and aircraft demand forecast data will be used to evaluate the structural capacity of each pavement section included in the Project. ISM profiles will be plotted to segment the runway pavement into analytical areas for structural computations. Areas with changes in pavement structural capacity or current condition will be evident from the longitudinal ISM profiles. Deflection testing data will also be used to back calculate material properties of the subgrade and pavement layers using layered elastic analysis for the HMA pavements. These results will also be illustrated using graphical plots. The results will further be used as inputs for the development of pavement rehabilitation recommendations.

Based on the results of the analysis and design criteria identified in discussion with BCAD, various repair and rehabilitation design alternatives including milling and HMA overlay, HMA reconstruction, and PCC reconstruction will be developed to address existing deficiencies to meet the Project design requirements. Rehabilitation structural computations will be in accordance with FAA Advisory Circular (AC) 150/5320-6E, Airport Pavement Design and Evaluation.

1.3.4.4 Rehabilitation Analysis

The results of the functional, structural and smoothness analyses will be used to optimize the design options and establish detailed rehabilitation requirements. The need for additional measures, such as pre-overlay repairs and reflective-crack control treatments, will also be evaluated and recommended if deemed to be beneficial.

1.3.4.5 Draft Pavement Evaluation Report

The results of all field and laboratory investigations, analyses, and recommendations will be presented in a detailed report. This report will present the comprehensive testing and analyses conducted during the project. This information will be utilized in the evaluation of rehabilitation options and the associated Cost/Benefit Analysis.

1.3.4.6 Client Review Meetings

After allowing time for BCAD review of the draft report, KHA will conduct a review meeting with BCAD staff to explain relevant findings, options and to identify BCAD concerns regarding project implementation.

1.4 Runway and Taxiway Rehabilitation Options Benefit-Cost Analysis

Utilizing the data obtained in Task 1.3, the design team will evaluate up to five rehabilitation options for the runway rehabilitation. In order to limit the variables to rehabilitation the following guidelines will be followed:

Taxiways

- It is assumed taxiway rehabilitation will be limited to a traditional mill and overlay except where localized stresses reflect a larger problem and a specific evaluation must be conducted. In these cases additional rehabilitation may be needed such a full depth removal and replacement or other structural support measures.
- The only exception to the above will be at the western end of Taxiway Bravo which has historically been a high maintenance area and a PCC option may be feasible.

Runway

- Up to five rehabilitation options will be evaluated with two of the options involving PCC. The two PCC options will involve replacing the asphaltic runway keel section with a PCC keel and replacing the first 1,000' of each runway end with PCC.
- There will not be an evaluation of completely replacing the HMA runway with a PCC runway.
- One of the HMA options will be a traditional mill and overlay.

1.4.1 Life Cycle Cost Analysis and Section Matrix

As required by Advisory Circular 150/5320-6E, a life cost analysis will be performed using estimates of initial construction and periodic maintenance and repair (M&R) cost to rank the rehabilitation options as a function of cost-effectiveness. Additional ranking factors, such as operational constraints, locally available materials and resources, and constructability will be included in an evaluation matrix for selection of appropriate rehabilitation and/or combination of options, e.g. concrete end and HMA interior. The results of this task review meeting will also be included in the selection analysis.

1.4.2 Final Report and Presentation.

Using the results of all analyses and BCAD input from their reviews, a final report will be prepared. The report will include final recommendations for rehabilitation means and methods and development of contract documents. Report findings and recommendations will be presented to interested BCAD management, operations and engineering staff to ensure that the recommendations are fully responsive to BCAD needs and requirements.

1.5 Engineering Material Arresting System (EMAS) Evaluation and Options Review

In response to FAA's requirements for Runway Safety Area compliance, BCAD installed two EMAS at both ends of Runway 10L-28R. The two systems were installed in 2004 and were designed for a fleet mix that contained B-727, B-737, DC-10, MD-82, B-757, B-767 and Beech 1900 aircraft. At the time of the EMAS installation, it was required that the EMAS material be installed a minimum of 75' from the end of the runway to protect it from jet-blast.

The EMAS technology has changed dramatically since 2004 and the new technology allows the EMAS to be installed closer to the runway ends and dramatically decreased the materials and manpower demands associated with maintaining EMAS systems. As part of the Rehabilitation of Runway 10L-28R, it is BCAD's desire to have Engineered Arresting Systems (ESCO) evaluate the existing systems for potential modification, retro-fit, expansion, or removal and replacement with this new technology.

General Scope

The KHA team will review ESCO's recommendations and findings and provide comment and recommendations on behalf of BCAD. It will be ESCO's responsibility to evaluate the existing beds conditions, remaining life and recommended upgrades. The KHA team will not perform any field inspections of the EMAS facilities as this will be performed by ESCO. Additionally, ESCO will be responsible for cost estimating in this initial phase. In general, the following will be performed.

- Coordinate with ESCO and BCAD
- Review ESCO findings and recommendations and provide comments and recommendations in writing to BCAD. BCAD will provide ESCO with necessary as-built data to allow ESCO to perform the necessary evaluation. Additionally, BCAD will provide ESCO the aircraft fleet mix to be considered in determining EMAS length and performance.
- Attend one (1) meeting in person at BCAD's offices to discuss ESCO's findings and recommendations and discuss rehabilitation techniques. Additional meetings, if necessary, will be by phone.

The goal is at the completion of this task a clear direction will be made on which EMAS improvement option to implement.

Deliverables

ESCO will be responsible for providing recommendations on the rehabilitation option to pursue. The KHA team will provide written comments to ESCO's recommendations.

1.6 Jet Blast Fence and Options Review

Several years ago, BCAD installed a short, 4'-6', blast fence on the approach end of Runway 10L to protect a single lane service road. As part of this project BCAD would like to evaluate this blast fence for function. Several key issues to be evaluated include:

- Is the blast fence needed to protect the service road?
- Does the fence as currently designed provide protection to vehicles traveling on I-95?
- At what elevation is it an obstruction to aircraft landing on Runway 10L?

In general the following task will be performed.

- Review as-built drawings of the existing blast fence.
- Evaluate the existing blast fence for protection of vehicles on the service road and I-95
- Evaluate the existing blast fence in relation to FAA protected airspace for aircraft landing on Runway 10L
- Make a recommendation regarding the function and usage of the blast fence.

Deliverables: A short white paper will be provided that documents the analysis, methodology, calculations and assumptions used and recommendations. A draft report will be presented to BCAD for review and comments. Once comments are received the final report will be provided.

If it is determined that the blast fence should be removed/replaced optional services will be used to develop construction documents based on recommendations and directions from BCAD.

1.7 Environmental Permitting Review and Development Options

1.7.1 Stormwater Management

The KHA team will conduct a preliminary investigation of the impact of the proposed construction on the existing stormwater management system. Based on a conceptual layout of the proposed construction, team member Chen-Moore (CMA) will identify any existing stormwater facilities that need to be relocated and any additional stormwater facilities that will need to be installed as a result of the proposed construction. CMA will summarize the various alternatives for modification to the existing stormwater management system which will address the flood control and water quality needs related to the proposed construction. CMA will also assess the feasibility of any additional stormwater improvement alternatives within the project limits as requested by BCAD. CMA will use the overall ICPR stormwater model for FLL to analyze the effectiveness of each alternative. CMA will also contact South Florida Water Management District (SFWMD) and Broward County Environmental Protection and Growth Management (EPGM) Department- Surface Water Management Licensing Section to discuss the proposed project and to obtain any input on the permitting requirements. CMA will obtain, review, and evaluate all existing surface water permits within the project areas for the purpose of developing an inventory of stormwater facilities and stormwater facilities and stormwater storage capacity defined under these existing permits. CMA will prepare a technical memorandum which summarizes the conceptual design of the stormwater modifications along with the permitting requirements. The technical memorandum will include the following items.

- Written summary of the existing stormwater infrastructure within the project areas
- Atlas map of all existing stormwater facilities (piping, structures, and retention areas) within the project area.
- Model analysis of the performance of the exiting stormwater infrastructure within the project area
- Written summary of all existing stormwater permits within the project areas
- Inventory of all existing stormwater permits within the project area
- Limits map of all existing stormwater permit within the project area
- Inventory of all stormwater retention areas defined under existing stormwater permits in the project area
- Limits map of all exiting stormwater retention areas within the project area
- Conceptual map of all stormwater system improvements alternatives within the project area
- Model analysis of the performance of all stormwater system improvement alternatives within the project area
- Model the impacts of potential sea level rise scenarios on the project area
- Preliminary cost estimates for all stormwater system improvement alternatives within the project area
- Written summary of the permit requirements for all stormwater system improvement alternatives
- Recommendations for stormwater improvements within the project area.

1.7.2 Dewatering Permitting

FLL has several contaminated sites within the airport boundary which may impact any dewatering operations that may be necessary during the construction of this project. Due to contaminated sites located within a quarter mile of the potential work areas special provisions may be required to treat discharged ground water from the dewatering operations. . The KHA team will meet with Broward County Environmental Protection and Growth Management Department (EPGMD) Pollution Prevention, Division (PPD) to advise them of the project and discuss potential dewatering issues.

Deliverables: A short white paper will be provided that documents the permitting process and requirements for a dewatering permit within one quarter of a mile from a contaminated site. Known contaminated sites within one quarter of a mile of the project will be mapped and identified.

1.8 Topographic Survey

The purpose of the topographic survey will be to provide up-to-date field mapping and development of project base map. The project survey is subdivided into several work elements described below. The surveying schedule and budget is based on having 11 nights available for runway closure and a minimum of 4 hours per night to work. Additionally, it is planned that daytime work to set project control will be available either through runway closure or a pullback basis.

1.8.1 Horizontal Vertical Control.

Horizontal and vertical control point monuments will be established at random intervals of approximately every 600 to 800 feet, along each side of the runway. The control points will be staggered along each side of the runway in a traverse designed to facilitate integrity of geometry, accurate data collection and minimal impact to airport operations.

Horizontal and vertical control monuments will be designed to be semi-permanent and stable in nature. Monuments placed in soils will be constructed in concrete poured in place, a minimum of 24 inches long and 4 inches in diameter. An aluminum disc will be imbedded in concrete monuments. In hard surfaces a Mag Nail and a disc will be affixed to the pavement. Disc will be stamped with the control point number and the firms LB number (LB 6633).

Florida State Plan Coordinates NAD 83/90 will be determined for each control point, utilizing a combination of redundant GPS observations and conventional traverse observations, designed to achieve 3rd Order, Class 1 closure rates. Coordinates will originate from NGX ARP 1962 together with several other BCAD horizontal control points.

NAVD 88 elevations will be established on each control point, utilizing 2nd Order, Class 1 measurement methods. The project bench run will originate and terminate at NGS ARP 1962 and will be adjusted as one continuous loop that will be relative NGS ARP 1962 only. Secondary BCAD benchmarks will be tied to the primary bench run as a cross

check of the elevation datum, secondary benchmarks will not be incorporated into the network adjustment since this would degrade the integrity of the vertical control.

Existing runway end monuments will be tied into the project control to established coordinates. Runway end monuments will be referenced in two directions with a minimum of 3 points set on each reference line. Reference points set in soil will be constructed of 5/8" Iron Rods with identifying surveyors cap. Reference points set in pavement will consist of a Mag Nail and a disc with the firms identifying LB number (LB 6633).

1.8.2 LIDAR Topographic Mapping

The project area will be scanned using LIDAR which will produce an accurate topographic map of the projects area. The project team will produce a location and topographic survey using high resolution LASER scanning as primary data collection technology for the paved runway, taxiways and other areas within the project limits. Data collection for the high resolution scanning will be of sufficient detail to map visible features including, runway and taxiway lights, signs and striping within the project limits.

1.8.3 Conventional Topographic Mapping

To supplement the LIDAR scanning, conventional surveying will be used to obtain data in areas not accessible to the LIDAR Scanner. The project surveyor will locate approximately 1,200 linear feet of ditches with cross-sections at 50 foot intervals. Each cross-section will extend from top of bank with elevations being measured approximately every 10 feet, at the edge of water and grade break. Elevation data for the ditches will be incorporated into the project Digital Terrain Model (DTM).

Concurrent with the LIDAR scan of the project, test cross-sections will be measured approximately every 1,000' with conventional survey instruments. Each test section will originate at the centerline of Taxiway "B", cross the grass infield areas and Runway 10L/28R and terminate at Taxiway "A". The test cross-sections will be utilized as a quality test of the accuracy of the LIDAR derived pavement elevations.

1.8.4 Utility Mapping and As-Built

It is understood that BCAD has expended a serious effort in locating and mapping existing utilities on the Airport. The KHA team will supplement this effort with verifying utilities within the project limits. Designated utilities may include airfield lighting, water mains; sanitary force mains and gas transmission lines.

During the design stage the KHA team will identify utilities to be excavated (Vac Holes) and locations will be exposed and targeted. This information will be identified on the existing utility map and in tabular format reflecting the key details of the located utility.

1.8.5 Drafting and Deliverables

Deliverables will include a 2 dimensional topographic and as-built survey of the existing conditions within the project limits. The survey will reflect topography collected by the LIDAR Scanner and Conventional Survey Methods. The survey will consist of multiple

24" x 36" sheets including a cover sheet, project control map and topographic and as-built survey sheet.

A DTM based on the LIDAR scan supplemented with conventional runway will be prepared.

Cross-section drawings that will reflect the ditch sections and the Runway test sections. The cross-sections sheets can be incorporated into the overall project survey drawing set or delivered in standalone format.

All of the digital files will be delivered in digital format comparable with AutoCAD and will meet BCAD Cad drafting standards. Raw data will be delivered in the format that the data was collected. Hard copies of drawings will be provided upon request.

BCAD will provide up to two (2) escorts for the field surveying element estimated to take 11 work nights.

The surveying data will follow the spirit of the requirements set forth in FAA AC Circulars 150/5300-16A, 17C and 18B, however this project is not required to meet said requirements.

1.9 Electrical Systems Inventory and Review

Electrical systems within the project area will be reviewed and upgraded where needed as part of this project. As part of this initial Program Verification Phase, the KHA Team will review the existing electrical system to determine age, functionality, remaining life, compliance with current FAA Standards and make recommendations to BCAD regarding replacement and/or adjustment where needed. The intent of this task is to have a complete understanding of the system upgrades which will be accomplished during the design phase.

Specific areas of review will include:

- Review existing airfield electrical vault to determine age and capacity of existing regulators. While a large increase in load is not anticipated, existing and proposed loads must be computed to determine the extent of vault modifications, if needed.
- Review existing as-built drawings and construction drawings of relevant projects currently underway.
- Meet with airfield maintenance to understand their major requirements, concerns and expectations in reference to the project.
- Inventory each and every airfield guidance sign within the project area to determine age, condition and function. Runway and taxiway signs, will be verified to meet applicable FAA standards, and as coordinated with Airport Airfield Facilities, Operations, and FAA Air traffic.
- Inventory airfield lighting including circuitry and lights. The edge base cans and conduit for the existing runway and taxiways will be reviewed for possible re-use and adjustment to grade as required. All new lighting shall use LED fixtures where approved by the FAA. As part of this review each in pavement light will be visually reviewed to determine if the can is structurally sound and if modifications can be made based on the final rehabilitation method selected.

- Coordinate and review with FAA, existing FAA facilities including Runway 10L and 28R MALS in pavement and approach light system, localizer antennae, Glide Slope and other facilities to ensure these facilities are accounted for in the design process. Design will be provided by the FAA.
- The PAPI visual slope indicator lighting system will be inspected for operation, functionality and lift expectancy. Recommendations will be provided to BCAD for system upgrade or replacement if required.

Deliverables: A report that documents the summary of the inventory of the existing systems along with recommendations and a cost estimate for the necessary repairs and upgrades. A draft report will be presented to BCAD which may include Airport Operations, Maintenance and other appropriate BCAD Department, and the FAA. Once comments are received the final report will be provided.

1.10 Stakeholders Review including FAA ADO, ATCT and Others

To ensure the proper coordination with appropriate stakeholders, KHA anticipates a series of critical issues which will need to be properly addressed in order to keep the project on schedule and budget. These issues are addressed as follows:

1.10.1 FAA Facilities Coordination and Reimbursable Agreements

There are several FAA owned and maintained facilities which will be impacted by this project and as such a reimbursable agreement will be needed to ensure the FAA is compensated for any effort requirement to modify or adjust their facilities. These facilities include:

- Runway 10L MALSR including in pavement lighting- The rehabilitation of the runway will require the modification/adjustment of the in pavement threshold bar as well as several stations leading to the threshold. Further the modification to the existing EMAS bed on the Runway 10L approach will affect the existing approach lights and possibly the opposite runway approach localizer. The FAA will need to make appropriate adjustments to their facilities as part of this project and as such will want to be compensated.
- Runway 28R MALS including in pavement lighting- Similar to the item listed above, however, the EMAS bed will be larger and may affect more approach light bars.
- Runways 10L and 28R Glideslopes (i.e. CAT 1 Approaches). Coordination with the FAA will be needed to ensure these facilities are not adversely affected during construction. It is anticipated a series of flight checks will be needed prior to reopening the runway to certify the Instrument Landing Systems and NAVAIDS.

The KHA team will meet with the FAA to determine the extent of the reimbursable agreements and will assist BCAD in develop these agreements for execution between BCAD and the FAA. This scope of work is limited to support only and does not include any design related services. Modification to any FAA facilities shall be performed by the FAA.

1.11 Existing Utilities Review

There has been concern expressed regarding utilities beneath the existing runway 10L-28R and the possible need to relocate them. An allowance for Optional Services has been established to provide support related to the research associated with the condition and need to relocate these utilities. Relocation of the utilities is not included in this project. Specific scope and fee associated with this task will be negotiated on an as needed basis.

Phase 2 – Construction Documents/Design Phase

Duration: 7 – 9 months

The Construction Documents/Design Phase includes six (6) sub-phases identified as:

- Phase 2A-Design Development or 30% Construction Documents
- Phase 2B-60% Construction Documents
- Phase 2C-90 % Construction Documents
- Phase 2D- 100% (Final) Construction Documents
- Phase 2E-Permitting Phase Services
- Phase 2F-Bid and Award Services

2.1 Phase 2A- Design Development (30%) Construction Documents

2.1.1 Phase Objectives

Following review and approval by BCAD of elements presented in the Program Verification Phase, KHA will initiate the Design Development Phase. This phase will be produce at a preliminary level the construction documents to be utilized for the project. Major elements to be developed in this phase include:

- Clearly define the limits of work
- Develop recommended (and approved by BCAD) pavement rehabilitation options for runway and taxiway components.
- Develop recommended (and approved by BCAD) ESCO preferred EMAS alternative.
- Develop existing condition plans reflecting existing topographic features including topographic information.
- Develop initial phasing recommendations and sequencing
- Develop Preliminary estimate of probable construction cost.

2.1.2 Construction Plans

The Construction Plans (completed to the 30% level) to be provided by the KHA team shall generally consist of the following:

1. Cover Sheet
2. Drawing Index- Symbols and Abbreviations
3. Summary of Quantities
4. General, Safety, and Security Notes
5. Survey Control Plan
6. Boring/Coring Location Plan
7. Boring/Coring Logs

8. Safety Plan
9. Contractor Staging and Haul Route Plan
10. Construction Phasing Plans, Details and Conceptual Construction Schedule
11. Maintenance of Traffic Plans
12. Typical Sections and Details
13. Sheet Layout Plan
14. Existing Conditions Plans
15. Demolition Plans
16. Geometry and Paving Plans
17. Grading and Drainage Plans
18. Runway and Taxiway Profiles
19. Stormwater Pollution Prevention Plans
20. Stormwater Pollution Prevention Notes and Details
21. Airfield Marking and Signage Plans
22. Airfield Marking Details
23. Runway Grooving Plan and Details
24. Cross Section Layout Plan
25. Cross Sections
26. Electrical General Notes
27. Electrical Demolition and Installation Notes
28. Electrical Demolition Plans
29. Electrical Lighting Layout Plans
30. Electrical Lighting Circuitry Plans
31. Airfield Electrical Vault Equipment Modifications
32. Electrical Details

Note: Should PCC pavements be selected as the preferred option of rehabilitation, the plan set will be adjusted accordingly.

In addition, the EMAS construction plans will be prepared to a 30% completion level. The plans will generally include:

1. Existing Conditions Plan
2. Test Core and Pit Plan
3. Demolition Plan
4. Geometry/Alignment Plans
5. Typical Sections
6. Grading Plans/Profile, assume 40 scale
7. Cross Sections, assume every 50'
8. Profiles
9. Drainage and Erosion Control
10. Erosion Control and Misc. Details
11. EMAS Layout & Pavement Marking plan
12. EMAS Block Layout Details
13. EMAS Details
14. EMAS Cross Sections

2.1.3 Engineering Design Report

The KHA Team will prepare and submit a 30% Engineer's Design Report covering the findings and recommendation developed throughout the Design Development Phase including an updated Construction Phasing Alternatives Analysis, Technical Specifications, Construction Schedule and estimate of Probable Project Cost Budget for Construction.

2.1.4 Deliverables

The KHA team will submit ten (10) copies of all Documents (11 x 17 Drawings) required under this phase for review and comment by BCAD. KHA will not proceed with following phases until comments have been provided by BCAD. Additionally the following deliverables will be provided:

- **30% Project Construction Cost Budget Estimate**
- **30% Project Schedule**
- **30% Technical Specification (Outline only)**
- **30% Design Development Drawings**
- **30% Engineers Report**

2.1.5 Meetings

The following meetings are anticipated during this phase.

- **Coordination meetings initiated during Phase 1, will continue during this phase.**
- **Executive Level Meetings initiated during Phase 1, will continue during this phase.**
- **One (1) Client Review Submittal Meeting in which the documents will be submitted and a PowerPoint presentation made of the Project as it exists at this phase of completion.**
- **One (1) Client Review meeting to discuss comments received from the client.**

2.1.6 Schedule

The anticipated duration of this phase is 60 calendar days.

2.2 Phase 2B-60% Construction Documents

Following receipt of Design Development comments and approval to proceed with the next phase of work, the KHA Team will develop 60% Complete Construction Documents.

2.2.1 Construction Plans

The Construction Plans (completed to the 60% level) to be provided by the KHA team shall generally consist of the following:

- 1. Cover Sheet**
- 2. Drawing Index- Symbols and Abbreviations**
- 3. Summary of Quantities**
- 4. General, Safety, and Security Notes**
- 5. Survey Control Plan**

6. Boring/Coring Location Plan
7. Boring/ Coring Logs
8. Safety Plan
9. Contractor Staging and Haul Route Plan
10. Construction Phasing Plans, Details and Conceptual Construction Schedule
11. Burrowing Owl and Gopher Tortoise Relocation Plans
12. Maintenance of Traffic Plans
13. Typical Sections and Details
14. Sheets Layout Plans
15. Existing Conditions Plans
16. Demolition Plans
17. Geometry and Paving Plans
18. Grading and Drainage Plans
19. Runway and Taxiway Profiles
20. Stormwater Pollution Prevention Plans
21. Stormwater Pollution Prevention Notes and Details
22. Storm Drainage Profiles
23. Storm Drainage Details
24. Airfield Marking and Signage Plans
25. Airfield Marking Details.
26. Runway Grooving Plan and Details
27. Electrical General Notes
28. Electrical Demolition and Installation Notes
29. Electrical Demotion Plans
30. Electrical Lighting Layout Plans
31. Electrical Lighting Circuitry Plans
32. Airfield Electrical Vault Equipment Modifications
33. Electrical Details
34. Cross-Section Layout Plan
35. Cross-Sections- Existing Conditions only

Note: Should PCC pavements be selected as the preferred option of rehabilitation, the plan set will be adjusted accordingly. Additionally, EMAS plans will be included as described in the Design Development submittal.

2.2.2 Specifications

The KHA team will prepare technical construction specifications according to the most recent FAA AC 150/5370-10F- "Standards for Specifying Construction of Airport" including FAA Standard and General Provisions. In addition, the specifications will include BCAD issued documents that will be included within the overall specification package. The consultant will coordinate with airport for this inclusion and any modifications required.

2.2.3 Engineer's Opinion of Probable Construction Cost

The KHA team shall perform estimated quantity take-offs and prepare an opinion of probable construction cost based on current bidding climate and trends of material and labor prices. A 15% contingency will be included in the 60% Opinion of Probable Construction Cost.

2.2.4 Quality Control Review

The KHA team shall conduct an in-house quality control review of the 60% submittal prior to submission to the Airport. The quality Control review will include members of the Consultants' staff for peer and constructability reviews.

2.2.5 Engineering Design Report

The KHA Team will prepare and submit a 60% Engineer's Design Report covering all findings and recommendation developed throughout the Design Development Phase including an updated Construction Schedule and estimate of Probable Project Cost Budget for Construction.

2.2.6 Deliverables

The KHA team will submit ten (10) copies of all Documents (11 x 17 Drawings) required under this phase for review and comment by BCAD,. KHA will not proceed with following phase until comments have been provided by BCAD. Additionally, the following deliverables will be provided:

- **60% Project Construction Cost Budget Estimate**
- **60% Project Schedule**
- **60% Technical Specifications**
- **60% Construction Drawings**
- **60% Engineers Report**

2.2.7 Meetings

The following meetings are anticipated during this phase.

- **Coordination meetings initiated during Phase 1, will continue during this phase.**
- **Executive Level Meetings initiated during Phase 1, will continue during this phase.**
- **One (1) Client Review Submittal Meeting in which the documents will be submitted and a PowerPoint Presentation made of the Project as it exists at this phase of completion.**
- **One (1) Client Review meeting to discuss comments received from the client.**

2.2.8 Schedule

The anticipated duration of this phase is 60 calendar days.

2.3 PHASE 2C – 90% Contract Documents

Following the receipt of 60% comments and approval to proceed with the next phase of work, the KHA team will develop 90% Complete Construction Documents.

2.3.1 Construction Plans

The Construction Plans (completed to the 90% level) to be provided by the KHA team shall generally consist of the following:

1. **Cover Sheet**
2. **Drawing Index- Symbols and Abbreviations**
3. **Summary of Quantities (Base Bid and Alternates, if appropriate)**
4. **General, Safety, and Security Notes**
5. **Survey Control Plan**
6. **Boring/Coring Location Plan**
7. **Boring/Coring Logs**
8. **Safety Plan**
9. **Contractor Staging and Haul Route Plan**
10. **Construction Phasing Plans, Details and Conceptual Construction Schedule**
11. **Burrowing Owl and Gopher Tortoise Relocation Plans**
12. **Maintenance of Traffic Plans**
13. **Typical Sections and Details**
14. **Sheet Layout Plans**
15. **Existing Conditions Plans**
16. **Demotion Plans**
17. **Geometry and Paving Plans**
18. **Grading and Drainage Plans**
19. **Runway and Taxiway Profiles**
20. **Stormwater Pollution Prevention Plans**
21. **Stormwater Pollution Prevention Notes and Details**
22. **Storm Drainage Profiles**
23. **Storm Drainage Details**
24. **Airfield Marking and Signage Plans**
25. **Airfield Marking Details**
26. **Runway Grooving Plan and Details**
27. **Electrical General Notes**
28. **Electrical Demolition and Installation Notes**
29. **Electrical Demolition Plans**
30. **Electrical Lighting Layout Plans**
31. **Electrical Lighting Circuitry Plans**
32. **Airfield Electrical Vault equipment Modifications**
33. **Electrical Details**
34. **Cross-section Layout Plan**
35. **Cross-Sections- Complete for all Runway and Taxiway Work**

Note: Should PCC pavements be selected as the preferred option of rehabilitation, the plan set will be adjusted accordingly. Additionally, EMAS plans will be include as described in the Design Development submittal.

2.3.2 Engineering Design Report

The KHA Team will prepare and submit a 90% Engineer's Design Report covering the findings and recommendations developed through the Design phase including an updated Construction Schedule and estimate of Probable Project Cost Budget for Construction.

2.3.3 Project Manual

Building on the document prepared as part of the 60% submission, The KHA team will updated the technical specifications prepared earlier as well as front end documents. The basis for the Front End portion of the Contract Documents will be the Federal Front Ends provided by BCAD. BCAD, with assistance from KHA, will provide the current Front End Documents and pertinent language including, but not limited to, the following items:

1. Broward County and PFC Funding Project Numbers, as applicable;
2. Advertisement, Pre-Bid, and Bid Opening Dates;
3. Required Bid Forms and Bidding Approach,
(i.e. Base Bid with Alternates, Back-Up Equipment Requirements, etc);
4. DBE Requirements including Goal Percentages;
5. Percent to be performed-by Prime Contractor;
6. Liquidated Damages.

KHA will work with BCAD to establish Liquidated Damages (LDs) for runway and taxiway closure. The basis for calculating estimated LDs for runway and taxiway closures will be the Economic Values for FAA Investment and Regulatory Decisions, A Guide, prepared by Aviation Specialists Group, Inc., March 2004. The projected 2012 aircraft fleet mix, 2011 Annual operations (escalated to 2012) and the FAA's Terminal Area Forecast (TAF) growth Projection rates will be utilized to establish LDs for Runway IOL-28R nightly closures, runway-runway intersection nightly closures, and taxiway daily and nightly closures.

2.3.4 Engineer's Opinion of Probable Construction Cost

The KHA team shall perform estimated quantity take-offs and prepare an opinion of probable construction cost based on current bidding climate and trends of material and labor prices. A 15% contingency will be included in the 90% Opinion of Probable Construction Cost.

2.3.5 Quality Control Review

The KHA team shall conduct an in-house quality control review of the 90% submittal prior to submission to the Airport. The quality Control review will include members of the Consultants' staff for peer and constructability reviews.

2.3.6 Deliverables

The KHA team will submit ten (10) copies of all Documents (11 x 17 Drawings) required under this phase for review and comment by BCAD, KHA will not proceed with following phase until comments have been provided by BCAD. Additionally, the following deliverables will be provided:

- 90% Project Construction Cost Budget Estimate
- 90% Project Schedule
- 90% Project Manual

- 90% Construction Drawings
- 90% Engineers Report

2.3.7 Meetings

The following meetings are anticipated during this phase.

- Coordination meetings initiated during Phase 1 will continue during this phase.
- Executive Level Meetings initiated during Phase 1 will continue during this phase.
- One (1) Client Review Submittal Meeting in which the documents will be submitted and a PowerPoint Presentation made of the Project as it exists at this phase of completion.
- One (1) Client Review meeting to discuss comments received from the client.

2.3.8 Schedule

The anticipated duration of this phase is 60 calendar days.

2.4 Phase 2D 100% Contract Documents

Following receipt of 90% comments from BCAD the KHA team will develop “FINAL” 100% Complete Contract Documents from the 90% Complete Contract Documents. The 100% submittal will include information contained in the 90% documents, as well as incorporation of comments provided by BCAD, Permit Agencies, or other authorized reviewers, as directed by BCAD.

2.4.1 Construction Plans

The Final Construction Plans to be provided by the KHA team shall generally consist of the following:

1. Cover Sheet
2. Drawing Index- Symbols and Abbreviations
3. Summary of Quantities (Base Bid and Alternates, if appropriate)
4. General, Safety, and Security Notes
5. Survey Control Plan
6. Boring/Coring Location Plan
7. Boring/Coring Logs
8. Safety Plan
9. Contractor Staging and Haul Route Plan
10. Construction Phasing Plans, Details and Conceptual Construction Schedule
11. Burrowing Owl and Gopher Tortoise Relocation Plans
12. Maintenance of Traffic Plans
13. Typical Sections and Details
14. Sheet Layout Plans
15. Existing Conditions Plans
16. Demotion Plans
17. Geometry and Paving Plans
18. Grading and Drainage Plans

19. Runway and Taxiway Profiles
20. Stormwater Pollution Prevention Plans
21. Stormwater Pollution Prevention Notes and Details
22. Storm Drainage Profiles
23. Storm Drainage Details
24. Airfield Marking and Signage Plans
25. Airfield Marking Details
26. Runway Grooving Plan and Details
27. Electrical General Notes
28. Electrical Demolition and Installation Notes
29. Electrical Demolition Plans
30. Electrical Lighting Layout Plans
31. Electrical Lighting Circuitry Plans
32. Airfield Electrical Vault equipment Modifications
33. Electrical Details
34. Cross-section Layout Plan
35. Cross-Sections- Complete for all Runway and Taxiway Work

Note: Should PCC pavements be selected as the preferred option of rehabilitation, the plan set will be adjusted accordingly. Additionally, EMAS plans will be include as described in the Design Development submittal.

2.4.2 Engineering Design Report

The KHA Team will prepare and submit a Final Engineer's Design Report covering all findings and recommendations developed through the Design phase including an updated Construction Schedule and estimate of Probable Project Cost Budget for Construction.

2.4.3 Project Manual

The KHA team will update the Project Manual to incorporate any final changes to the technical specifications or front end documents. KHA will work with BCAD to justify any Allowance Account amounts to be incorporated in to the Contract Documents.

2.4.4 Engineer's Opinion of Probable Construction Cost

The KHA team shall provide a final Opinion of Probable Construction Cost. Contingencies will be removed.

2.4.5 Quality Control Review

The KHA team shall conduct an in-house quality control review of the FINAL submittal prior to submission to the Airport. The quality Control review will include members of the Consultants' staff for peer and constructability reviews.

2.4.6 Deliverables

The KHA team will submit ten (10) copies of all Documents (11 x 17 Drawings) required under this phase for the purpose of submitting the project to Broward County Purchasing for Bidding. Deliverables will also include:

- **Final Project Construction Cost Budget Estimate**
- **Final Project Schedule**
- **Final Project Manual**
- **Final Construction Drawings**
- **Final Engineers Report**

2.4.7 Meetings

The following meetings are anticipated during this phase.

- **Coordination meetings initiated during Phase 1, will continue during this phase.**
- **Executive Level Meetings initiated during Phase 1, will continue during this phase.**
- **One (1) Final Client Review Submittal Meeting in which the documents will be submitted and a PowerPoint Presentation made of the Project as it exists at this phase of completion.**

2.4.8 Schedule

The anticipated duration of this phase is 30 calendar days.

2.5 Phase 2E- Permitting Phase Services

There are several approvals from permitting agencies that will be required in order to perform the anticipated project. These include:

- **FAA Airspace Study Checklist**
- **Broward County Building Code Services Building Permit**
- **South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) and Water Use Permit for Dewatering Operations during Construction**
- **Broward County Planning and Environmental Regulation Division, Surface Water Management Licensing Section Stormwater Permit**
- **FDEP NPDES Construction General Permit**

Permits specifically not included in these services include:

- **Federal Aviation Administration NEPA Categorical Exclusion**
- **FWC Migratory Bird Nest Removal Permit**
- **FWC Gopher Tortoise Removal Permit**
- **Hazardous Material Cleanup**

The KHA Team, on behalf of BCAD, will attend pre-submittal meetings, where appropriate, with the permitting agencies and prepare submittal applications with appropriate back up. The team will respond up to two (2) requests for additional information from the agencies in support of obtaining the appropriate permits.

Other Basic Services

1. Public Outreach- The County will use the services of Dickey Consulting Services, Inc. for Public Outreach as needed, during Phase 2, Construction Documents/Design Phase. A budget of \$40,000 is allocated and a proposal for Public Outreach will be submitted to BCAD for approval.

2.6 Phase 2F Bid & Award Services

After authorization to proceed with Phase 2F- Bid & Award Phase Services, The KHA team will assist BCAD in the adverting for and obtaining bids for the Project.

2.6.1 Bid Set Distribution

The KHA Team will print and distribute a maximum of ten (10) sets of the Contract Bid Documents including the Plans and Project Manual to BCAD for internal distribution. Additionally the KHA team will print and distribute a maximum of ten (10) sets of Bidding Documents for use by public trade organizations such as McGraw-Hill Dodge, Construction Journal and others.

The KHA Team will then print and distribute bid sets to potential bidders who pay for the documents. The cost of the documents will be based on the size of the documents and the associated cost to print. Documents shall be made available locally here in Broward County either at the offices of KHA or a local printer. KHA shall maintain a list of plan holders.

2.6.2 Pre-Bid Conference and Site Visit

The KHA team shall participate in one Pre-Bid Conference and associated site visit with prospective bidders, subcontractors, and material suppliers and respond to questions, as needed. The Consultant shall prepare an agenda for the Pre-Bid Conference based on the latest FAA AC's consisting of project overview; introduction, responsibilities, and lines of communications; general contract requirements; project scope of work; and testing of materials, incorporating Broward County and Airport specific requirements. KHA shall assist BCAD with preparing a presentation in Microsoft PowerPoint format based on the agenda prepared. The Airport will arrange for and provide the meeting room and chair the pre-bid meeting.

BCAD will provide vehicles and personnel to visit the site with perspective contractors. The field visit will immediately follow the Pre-Bid Conference.

Deliverables:

- Up to four full size (22" x 34") exhibit boards for the meeting
- Draft agenda in electronic Microsoft Word format submitted to the Airport for review
- Final Agenda in hard copy format to the meeting.

2.6.3 Construction Contract Document Addenda

KHA will assist BCAD in preparing addenda as necessary to update or revise the issued for bid drawings and specification. KHA will respond to questions and Request for Information (RFI's) received in writing from the perspective bidders to clarify the intent of the construction contract documents. The response will be in a format suitable to be attached to the addenda to be prepared by the Consultant. No questions or RFI's will be accepted after the last date for questions, as established by Broward County, in order to allow adequate time for preparation and distribution of the last addendum prior to opening of bids. The Consultant shall maintain a log of all RFI's and their responses submitted through the bid phase.

Deliverables:

- Addenda in electronic PDF/word format to BCAD for issuance. KHA would be available to issue addendum to potential bidders if requested by BCAD.

2.6.4 Bid Opening and Evaluation

The KHA team will attend the bid opening. The information from the bid opening will be scanned and distributed to the Consultant for evaluation.

KHA shall prepare the official bid tabulation spreadsheet in Microsoft Excel that will contain each bid proposal. KHA will review the bidders' arithmetic, unit prices, and Contractor qualifications and report any irregularities or unbalanced items found to the Airport. Each line item will be evaluated based on overall conformity with other bidders. The consultant will evaluate the bidders on the availability and ability to perform the work. The Consultant shall prepare a letter of recommendation to the BCAD documenting the apparent lowest responsive bidder and recommending a contractor for award.

Deliverables:

- Bid tabulation spreadsheet to BCAD in Microsoft Excel format
- Letter of recommendation to the Airport documenting unbalanced bid items, irregularities, alternatives or exceptions made by the Contractors; and recommending the apparent low qualified bidder based on this review.

2.6.5 Bid Phase Final Deliverables

KHA shall prepare a conformed plan and specification set for delivery to BCAD. This set shall incorporate all modifications and clarifications based on any addenda's prepared from the bid advertisement to the bid opening date.

KHA will also provide all original documentation and necessary logs, deliverables and associated sign-in sheets, addenda, or other related materials.

Deliverables:

- All sign-in sheets, for bid package and each addenda
- RFI's and logs
- List of Plan holders
- Ten (10) conformed sets of half-size (11" x 17") drawings to BCAD including one (1) electronic pdf.

Project Assumptions

1. The Scope of Services has been developed based on a single construction contract. Subdividing the program into multiple bid packages will be considered additional services and a scope and fee negotiated at the appropriate time.
2. A Site Plan submittal through Broward County Urban Planning and Redevelopment Department of the Development Management Division will not be required or is included in this scope of work.
3. NEPA Categorical Exclusion work is not included and will be handled by BCAD Planning Staff. Additionally, should an Environmental Assessment (EA) or Environmental Impact Statement (EIS) be needed these services are considered additional and a scope and fee determined at the appropriate time.
4. Burrowing Owl and Gopher Tortoise Site Surveys and Permitting are not included in this proposal.
5. The existing zoning and land use designation for the property allows for construction of the proposed development. Platting Services will not be required.
6. No traffic engineering related to public roadway or signalization improvements is required. Traffic Studies are not included in this proposal.
7. Environmental Contamination Assessment and cleanup is not included in this proposal.
8. Safety Management System (SMS) services are limited to attending one (1) workshop at BCAD offices with the FAA. Preparation of the SMS manual, plan and/or implementation plan is not included in this scope of services.
9. BCAD will provide Lighted Runway Closure X's and barricades (if required) during the performance of field services including pavement inspections, non-destructive testing and surveying.
10. BCAD will provide mobile light units with trucks and drivers for use during the visual pavement inspection described in Task 1.3.3.1, Visual Condition Survey.
11. Construction administration, management and inspection services are not included in this scope of work. A separate scope of services and fee will be prepared and negotiated for construction phase services.

- 12. All front end documents will be provided electronically to KHA by Broward County for inclusion in the overall Project Manual.**
- 13. All permit fees will be paid for by Broward County and are not included in the fee proposal.**
- 14. EMAS improvements will be as recommended by ESCO and agreed to by BCAD and the Design Team. The Design Team will not conduct an independent evaluation of ESCO's work or conduct a field visit other than a visit scheduled with a meeting at BCAD's offices.**
- 15. If BCAD determines that the blast fence on the approach to Runway 10L should be modified and/or replaced optional services will be utilized for development of construction documents based on recommendations and direction from BCAD. A structural review of the existing blast fence is not included in this scope of services.**
- 16. FAA owned and maintained facilities including in pavement threshold lights, MALS stations, Glideslope, etc. shall be adjusted/modified as needed by the FAA. There is no design related services included in this proposal to modify any FAA facilities.**
- 17. Design services are limited to the areas originally identified (see Exhibit 1, Project Elements) in the project scope. Taxiway improvements to hot spots are limited to geometric changes within the general configuration of the existing pavement. Improvements requiring a completely new runway connector are not included in this scope.**

Exhibit 1 – Location and Limits of Work



EXHIBIT B
SALARY COSTS

Project No: RLI# R1083508R1
Project Title: Professional Services for the Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds
Consultant/Subconsultant Name: **Kimley-Horn and Associates, Inc.**

FILL IN POSITIONS AS APPLICABLE

	MAXIMUM HOURLY RATE (\$/HR)		MULTIPLIER		MAXIMUM BILLING RATE (\$/HR)
TITLE		X	2.90	=	
Principal	\$86.21		2.90		\$250.00
Chief Engineer	\$79.05		2.90		\$229.26
Project Manager	\$77.59		2.90		\$225.01
Senior Project Engineer	\$61.64		2.90		\$178.76
Engineer	\$43.26		2.90		\$125.46
Senior Designer	\$39.92		2.90		\$115.77
Junior Engineer (Analyst)	\$30.34		2.90		\$87.99
Administrative Assistant	\$28.14		2.90		\$81.61

Multiplier of 2.90 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (137.27)%

FRINGE = HOURLY RATE X FRINGE (33.36)%

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (7.16)%

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

EXHIBIT B
SALARY COSTS

Project No: RLI# R1083508R1
Project Title: Professional Services for the Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds
Consultant/Subconsultant Name: **Chen Moore & Associates**

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.90		
Principal	\$68.86		2.90		199.69
Project Manager	\$53.04		2.90		\$153.81
Senior Engineer	\$42.17		2.90		\$122.29
Project Engineer	\$38.38		2.90		\$111.30
Engineer	\$31.25		2.90		\$90.62
Designer	\$34.38		2.90		\$99.70
Senior CADD Technician	\$25.50		2.90		\$73.95
Administrative Assistant	\$28.88		2.90		\$83.75

Multiplier of 2.90 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (152.02)%

FRINGE = HOURLY RATE X FRINGE (33.38)%

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (1.61)%

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

EXHIBIT B
SALARY COSTS

Project No: RLI# R1083508R1
Project Title: Professional Services for the Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds
Consultant/Subconsultant Name: **Dickey Consulting Services, Inc.**

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.90		
Project Director	\$60.00		2.90		\$174.00
Project Manager	\$49.74		2.90		\$144.25
Document Control Specialist	\$27.00		2.90		\$78.30
CADD Technician	\$26.00		2.90		\$75.40
Senior Technician / Project Coordinator	\$22.00		2.90		\$63.80
Technician / Coordinator	\$20.00		2.90		\$58.00
Administrative Assistant	\$16.00		2.90		\$46.40

Multiplier of 2.90 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (132.64)%

FRINGE = HOURLY RATE X FRINGE (31)%

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

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

EXHIBIT B
SALARY COSTS

Project No: RLI# R1083508R1
Project Title: Professional Services for the Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds
Consultant/Subconsultant Name: **EAC Consulting Inc.**

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.90		(\$/HR)
Principal (Registered)	\$85.00		2.90		\$246.50
Senior Vice President	\$82.08		2.90		\$238.03
Quality Control Engineer	\$65.00		2.90		\$188.50
Project Manager (Registered)	\$62.00		2.90		\$179.80
Senior Engineer	\$57.00		2.90		\$165.30
Project Designer	\$50.00		2.90		\$145.00
Design Engineer	\$38.50		2.90		\$111.65
Senior Technician	\$30.00		2.90		\$87.00
Jr. Cadd Technician	\$23.00		2.90		\$66.70
Administrative Assistant	\$26.00		2.90		\$75.40

Multiplier of 2.90 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (108.7)%

FRINGE = HOURLY RATE X FRINGE (55.31)%

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

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

EXHIBIT B
***COMPENSATION**

Project No: RLI# R1083508R1
Project Title: Professional Services for the Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds
Consultant/Subconsultant Name: **Engineered Arresting Systems Corporation – Zodiac Aerospace**

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)		MULTIPLIER		MAXIMUM BILLING RATE
		X	(X.XX)	=	(\$/HR)
Principal	\$0.00		(X.XX)		\$0.00
Project Manager	\$0.00		(X.XX)		\$0.00

Multiplier of X.XX is calculated as follows:

~~OVERHEAD = HOURLY RATE X OVERHEAD (X.XX)%~~

~~FRINGE = HOURLY RATE X FRINGE (X.XX) %~~

~~PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (X.XX)%~~

1-C Initial and Preliminary EMAS Arrestor Bed Design

Performance Modeling Lump Sum Fee	\$40,000
Preliminary Design Support Lump Sum Fee	\$40,000

2-C Final EMAS Arrestor Bed Design Lump Sum Fee

Submittal of Final Design Report will complete this Phase	<u>\$20,000</u>
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TOTAL FOR ESCO SERVICES:	<u>\$100,000</u>
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***The Compensation for this Subconsultant was established in accordance with Article 5.2.5.**

EXHIBIT B
SALARY COSTS

Project No: RLI# R1083508R1
Project Title: Professional Services for the Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds
Consultant/Subconsultant Name: **IMDC**

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.52		(\$/HR)
Principal	\$76.92		2.52		\$193.84
Senior Engineer	\$41.35		2.52		\$104.20
Project Manager	\$52.00		2.52		\$131.04
Engineer / Planner	\$40.00		2.52		\$100.80
Senior Engineer	\$29.20		2.52		\$73.58
CADD Operator	\$33.00		2.52		\$83.16
Administrative Assistant	\$25.00		2.52		\$63.00

Multiplier of 2.52 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (112)%

FRINGE = HOURLY RATE X FRINGE (17)%

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

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

EXHIBIT B
SALARY COSTS

Project No: RLI# R1083508R1
Project Title: Professional Services for the Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds
Consultant/Subconsultant Name: **Jacobs Engineering Group, Inc.**

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.40		
Project Director	\$102.90		2.40		\$246.96
Senior Project Manager	\$71.16		2.40		\$170.78
Senior Engineer	\$64.84		2.40		\$155.62
Engineer	\$41.46		2.40		\$99.50
Designer	\$27.57		2.40		\$66.17
Senior CADD Technician	\$37.30		2.40		\$89.52
Administrative Assistant	\$23.21		2.40		\$55.70

Multiplier of 2.40 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (92.1)%

FRINGE = HOURLY RATE X FRINGE (26.3) %

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

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

EXHIBIT B
SALARY COSTS

Project No: RLI#1083508R1
Project Title: Professional Services – Rehab of North Airfield Pavement
Consultant/Subconsultant Name: **Landrum & Brown**

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.90		
Officer I	\$86.21		2.90		\$250.00
Officer II	\$86.21		2.90		\$250.00
Officer III	\$86.21		2.90		\$250.00
Managing Director I	\$79.81		2.90		\$231.45
Consultant I	\$40.00		2.90		\$116.00
Consultant II	\$30.49		2.90		\$88.42
Consultant III	\$42.56		2.90		\$123.42
Consultant IV	\$30.56		2.90		\$88.62
Consultant V	\$31.77		2.90		\$92.13
Project Manager I	\$40.87		2.90		\$118.52
Project Manager II	\$54.88		2.90		\$159.15
Senior Consultant I	\$44.38		2.90		\$128.70
Senior Consultant II	\$46.55		2.90		\$135.00
Senior Project Manager I	\$55.22		2.90		\$160.14
Client Administrator II	\$19.23		2.90		\$55.77

Multiplier of 2.90 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (130)%

FRINGE = HOURLY RATE X FRINGE (34)%

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

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

EXHIBIT B
SALARY COSTS

Project No: RLI# R1083508R1
Project Title: Professional Services for the Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds
Consultant/Subconsultant Name: **Pavement Technical Solutions, Inc.**

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.90		
Project Manager	\$62.50		2.90		\$181.24
Senior Civil Engineer	\$60.10		2.90		\$174.28
Junior Civil Engineer	\$43.27		2.90		\$125.48
Engineering Technician	\$40.87		2.90		\$118.52
Junior Engineering Technician	\$30.00		2.90		\$86.99
CAD / GIS Technician	\$31.00		2.90		\$89.89
Clerical / Administrative Assistant	\$22.60		2.90		\$65.54

Multiplier of 2.90 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (125.80)%

FRINGE = HOURLY RATE X FRINGE (37.82)%

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

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

EXHIBIT B
SALARY COSTS

Project No: RLI# R1083508R1
Project Title: Professional Services for the Rehabilitation of North Airfield
Pavements and Engineered Material Arresting System Beds
Consultant/Subconsultant Name: **Roy D. McQueen Engineering Consultants, PLC**

FILL IN POSITIONS AS APPLICABLE

		MAXIMUM BILLING RATE
TITLE		(\$/HR)
Principal (Registered)		\$153.85*

*No multiplier; only a negotiated flat rate for this company

The billing rate was established per 5.2.5

EXHIBIT B
SALARY COSTS

Project No: RLI# R1083508R1
 Project Title: Professional Services for the Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds
 Consultant/Subconsultant Name: **Stoner & Associates, Inc.**

FILL IN POSITIONS AS APPLICABLE

	MAXIMUM HOURLY RATE (\$/HR)		MULTIPLIER		MAXIMUM BILLING RATE (\$/HR)
TITLE		X	2.65	=	
Principal	\$39.70		2.65		\$105.21
Senior Professional Land Surveyor	\$38.89		2.65		\$103.06
Professional Land Surveyor	\$34.20		2.65		\$90.63
Field Crew Supervisor	\$25.58		2.65		\$67.79
Survey / CADD Technician	\$19.00		2.65		\$50.35
Survey Crew (2 Person)	\$38.56		2.65		\$102.18
Survey Crew (3 Person)	\$53.56		2.65		\$141.93
Administrative Assistant	\$22.44		2.65		\$59.47

Multiplier of 2.65 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (107.56)%

FRINGE = HOURLY RATE X FRINGE (33.53) %

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

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

EXHIBIT B
SALARY COSTS

Project No: RLI# R1083508R1
Project Title: Professional Services for the Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds
Consultant/Subconsultant Name: **Tierra South Florida, Inc.**

FILL IN POSITIONS AS APPLICABLE

	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
TITLE			2.45		
Principal	\$75.96		2.45		\$186.10
Project Manager	\$51.68		2.45		\$126.62
Senior Engineer	\$53.85		2.45		\$131.93
Project Engineer	\$45.67		2.45		\$111.89
Senior Designer / Technician	\$33.65		2.45		\$82.44
Senior Drafter	\$33.65		2.45		\$82.44
Administrative Assistant	\$22.12		2.45		\$54.19

Multiplier of 2.45 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (83.13)%

FRINGE = HOURLY RATE X FRINGE (39.79)%

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

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

AMENDED EXHIBIT B
SALARY COSTS

Project No:
Project Title:
Consultant/Subconsultant Name:

TITLE	ORIGINAL MAXIMUM HOURLY RATE (\$/HR)	AMENDED MAXIMUM RAW SALARY (X% Increase) (\$/HR)	x	MULTIPLIER	=	AMENDED MAXIMUM BILLING RATE (\$/HR)
				(X.XX)		
Principal	\$0.00	\$0.00		(X.XX)		\$0.00
Project Manager	\$0.00	\$0.00		(X.XX)		\$0.00
Job Captain	\$0.00	\$0.00		(X.XX)		\$0.00
Senior Technician	\$0.00	\$0.00		(X.XX)		\$0.00
Junior Technician	\$0.00	\$0.00		(X.XX)		\$0.00
Drafter	\$0.00	\$0.00		(X.XX)		\$0.00
Secretary	\$0.00	\$0.00		(X.XX)		\$0.00
Clerk	\$0.00	\$0.00		(X.XX)		\$0.00
Senior Engineer	\$0.00	\$0.00		(X.XX)		\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (X.XX)%

FRINGE = HOURLY RATE X FRINGE (X.XX) %

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (X.XX)%

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

CONSULTANT

COUNTY

Name/Title

Contract Administrator

Date: _____

Date: _____

EXHIBIT B-1
KEY STAFF

Project No:	RLI # R1083508R1
Project Title:	Professional Engineering Services for Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds
Facility Name:	Fort Lauderdale-Hollywood International Airport (FLL)

	POSITION	NAME	FIRM
1	Principal	Loy Warren, P.E.	Kimley-Horn
2	Project Manager	Michael Carey, P.E.	Kimley-Horn
3	Chief Engineer	Paul Piro, P.E.	Kimley-Horn
4	Senior Project Engineer	Eileen Velez Vega, P.E.	Kimley-Horn
5	Professional	Cody Parham, P.E.	Kimley-Horn
6	Senior Designer	James Howell, E.I.	Kimley-Horn
7	EMAS Design/Airfield Engineering	Christopher Bowker, P.E.	Jacobs Engineering Group
8	Civil and Utility Engineering	Michael Adeife, P.E.	EAC Consulting
9	Stormwater Permitting and Design	Jason McClair, P.E.	Chen-Moore
10	Pavement Design	Roy McQueen, P.E.	Roy D. McQueen
11	Non-Destructive Testing and Analysis	Brian J Orandello	Pavement Technical Solutions
12	Surveyor	James D. Stoner P.S.M.	Stoner & Associates
13	Electrical Engineering	Gregory S. Mundy	IMDC
14	Public Outreach	Sheryl A. Dickey	Dickey Consulting Services
15	Geotechnical Engineering	Kumar Vedula, P.E.	Tierra South Florida
16	EMAS Evaluation and Design	Trip Thomas, C. M.	Engineered Arresting System Corporation – Zodiac Aerospace; d/b/a Zodiac Arresting Systems (ZAS)
17	Airfield Planning	Berta Fernandez	Landrum and Brown

EXHIBIT C
SCHEDULE OF SUBCONSULTANTS

Project No:	RLI # R1083508R1
Project Title:	Professional Engineering Services for Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds
Facility Name:	Fort Lauderdale-Hollywood International Airport (FLL)

No.	Firm Name	Discipline
1.	Jacobs Engineering Group	EMAS Design, Civil Engineering
2.	EAC Consulting, Inc.	Civil and Utilities Engineering
3.	Chen Moore and Associates	Stormwater Design and Permitting
4.	Roy D. McQueen Engineering Consultants, P.L.C	Pavement Analysis and Design
5.	Pavement Technical Solutions, Inc.	Non-Destructive Deflection Testing & Data Analysis
6.	Stoner & Associates, Inc.	Surveying
7.	IMDC Inc.	Electrical Engineering
8.	Dickey Consulting Services, Inc.	Public Outreach
9.	Tierra South Florida, Inc.	Geotechnical Engineering
10.	Engineered Arresting System Corporation – Zodiac Aerospace; d/b/a Zodiac Arresting Systems (ZAS)	EMAS Evaluation and Design
11.	Landrum and Brown, Inc.	Airfield Planning
12.	Ace Blueprinting	Printing and Reproduction

EXHIBIT C-1
LETTERS OF INTENT



Attachment "B" - Letter of Intent - DBE

**To Utilize a Federal Disadvantaged Business Enterprise (DBE)
Subcontractor or Subconsultant**

From (Name of Proposer/Bidder): Kimley-Horn and Associates, Inc.

Firm Address: 5200 NW 33rd Avenue, Suite 109, Fort Lauderdale, FL 33309

Project Description: Professional Services for Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds

In response to Broward County's RLI/Bid No. R1083508R1, the undersigned hereby agree to utilize the DBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of DBE Firm: IMDC

Address of DBE Firm: 110 E. Broward Blvd, Suite 1744, Fort Lauderdale, FL 33301

Expiration of DBE Certification: 4/19/2014 Projected DBE Work Assignment (description of work assignment): Electrical Engineering

Projected Percentage of Prime's Contract Fees to be Awarded to DBE: 12%
(Percentage %)

Michael Carey January 30, 2013
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Mike Carey, P.E.

Subscribed and sworn to before me this 30th day of January 2013

Notary's Signature _____ Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

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

Gregory S. Mundy February 15, 2013
(Signature of Owner or Authorized Rep. DBE) (Date)

Print Name (owner or authorized Rep. DBE): Gregory S. Mundy

Subscribed and sworn to before me this 15 day of February 2013

Notary's Signature: Roberto J. Figueroa Notary Seal: June 25, 2014

EXHIBIT C-1
LETTERS OF INTENT



Attachment "B" - Letter of Intent - DBE

**To Utilize a Federal Disadvantaged Business Enterprise (DBE)
Subcontractor or Subconsultant**

From (Name of Proposer/Bidder): Kimley-Horn and Associates, Inc.

Firm Address: 5200 NW 33rd Avenue, Suite 109, Fort Lauderdale, FL 33309

Project Description: Professional Services for Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds

In response to Broward County's RLI/Bid No. R1083508R1, the undersigned hereby agree to utilize the DBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of DBE Firm: Tierra South Florida

Address of DBE Firm: 2209 NE 54th Street, Fort Lauderdale, FL 33308

Expiration of DBE Certification: 9/30/2013 Projected DBE Work Assignment (description of work assignment): Geotechnical Consulting

Projected Percentage of Prime's Contract Fees to be Awarded to DBE: 5%
(Percentage %)

Michael Carey January 30, 2013
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Mike Carey, P.E.

Subscribed and sworn to before me this 30th day of January 2013

Notary's Signature _____ Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

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

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

February 6th, 2013
(Date)

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

Subscribed and sworn to before me this 6 day of February 2013

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

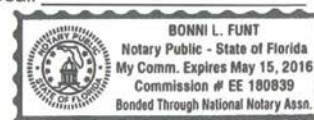


EXHIBIT C-1
LETTERS OF INTENT



Attachment "B" - Letter of Intent - DBE

**To Utilize a Federal Disadvantaged Business Enterprise (DBE)
Subcontractor or Subconsultant**

From (Name of Proposer/Bidder): Kimley-Horn and Associates, Inc.

Firm Address: 5200 NW 33rd Avenue, Suite 109, Fort Lauderdale, FL 33309

Project Description: Professional Services for Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds

In response to Broward County's RLI/Bid No. R1083508R1, the undersigned hereby agree to utilize the DBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of DBE Firm: Chen-Moore & Associates

Address of DBE Firm: 500 West Cypress Creek Road, Suite 630, Fort Lauderdale, FL 33309

Expiration of DBE Certification: October 3, 2013 Projected DBE Work Assignment (description of work assignment): Drainage Modeling and Permitting, Drainage Improvements

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

Michael Carey (Signature of Owner or Authorized Rep. Prime) January 30, 2013 (Date)
(Percentage %)

Print Name (owner or authorized Rep. Prime): Mike Carey, P.E.

Subscribed and sworn to before me this 30th day of January, 2013

Notary's Signature _____ Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

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

Peter Moore (Signature of Owner or Authorized Rep. DBE) January 31, 2013 (Date)

Print Name (owner or authorized Rep. DBE): Peter Moore, P.E., LEED AP

Subscribed and sworn to before me this 31st day of January

Notary's Signature: Kathryn J. Horgan Notary Seal: _____



EXHIBIT C-1
LETTERS OF INTENT



Attachment "B" - Letter of Intent - DBE

**To Utilize a Federal Disadvantaged Business Enterprise (DBE)
Subcontractor or Subconsultant**

From (Name of Proposer/Bidder): Kimley-Horn and Associates, Inc.

Firm Address: 5200 NW 33rd Avenue, Suite 109, Fort Lauderdale, FL 33309

Project Description: Professional Services for Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds

In response to Broward County's RLI/Bid No. R1083508R1, the undersigned hereby agree to utilize the DBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of DBE Firm: Dickey Consulting Services, Inc.

Address of DBE Firm: 1033 Sistrunk Boulevard, Suite 206, Fort Lauderdale, FL 33311

Expiration of DBE Certification: Ongoing with Eligibility Projected DBE Work Assignment (description of work assignment): Public Outreach

Projected Percentage of Prime's Contract Fees to be Awarded to DBE: 1% (Percentage %)

Michael Carey January 30, 2013 (Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Mike Carey, P.E.

Subscribed and sworn to before me this 30th day of January 2013

Notary's Signature _____ Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

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

Sheryl A. Dickey February 5, 2013 (Signature of Owner or Authorized Rep. DBE) (Date)

Print Name (owner or authorized Rep. DBE): Sheryl A. Dickey

Subscribed and sworn to before me this 5th day of February 2013.

Notary's Signature: Carla Hankerson Notary Seal

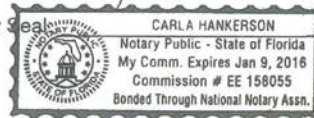


EXHIBIT C-2
CERTIFICATION OF PAYMENTS TO SUBCONCONSULTANTS AND SUPPLIERS

Contract No. _____

Project Title _____

The undersigned CONSULTANT hereby swears under penalty of perjury that:

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

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

Dated _____, 20__

Consultant

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____

COUNTY OF _____

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

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

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires:

(Serial number, if any)

EXHIBIT C-3 [DBE] MONTHLY UTILIZATION REPORT



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MONTHLY DBE UTILIZATION REPORT

Report No. _____

CONTRACT#:	CONTRACT AMT.:	DATE FORM SUBMITTED:
PROJECT TITLE:		PROJECT COMPLETION DATE:
PRIME CONTRACTOR:	PERIOD ENDING:	AMT. PAID TO PRIME:
CONTACT PERSON:	TELEPHONE #: ()	FAX #: ()

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

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

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

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

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

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

EXHIBIT C-4 **[DBE] FINAL UTILIZATION REPORT**



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
FINAL DBE UTILIZATION REPORT
(To be submitted with the final invoice)

Report No. _____

CONTRACT#:		CONTRACT AMT.:	DATE FORM SUBMITTED:
PROJECT TITLE:		PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:		PERIOD ENDING:	AMT. PAID TO PRIME:
CONTACT PERSON:		TELEPHONE #: ()	FAX #: ()

SUBCONTRACTING INFORMATION
All Payments made to DBE Firms must be reported on this form.

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

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

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

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

EXHIBIT E

Work Authorization No. _____, RLI/RFP No. _____

Consultant:

Project No.:

Project Title:

RLI/RFP Title:

Facility Name:

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

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

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

Budget

Requisition Number

Aviation Department Division

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

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

County

Broward County

Recommended by:

Project Manager

Date

Contract Administrator

Date

Consultant

Attest:

By:

Secretary

Date

☐ President ☐ Vice President

Date

Corporate Seal

EXHIBIT F
OPTIONAL SERVICES
Including both labor and expenses

Item #	Item Description	Amount
1	Undefined Tasks	\$30,000
2	Environmental Services	\$50,000
3	Additional Studies, Evaluations, Meetings, Coordination, Analysis of Impacts, Permit Support, Peer Review, Safety Risk Analysis, etc.	\$100,000
4	Additional Design, Survey, Utility Location, Geotechnical Investigation, Permit Fees, etc.	\$199,166
	TOTAL	\$379,166

Exhibit G - Insurance Certificate

Insurance Requirements for the Rehab of North Airfield Pavements and Engineered Materials Arresting System (EMAS)
The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1000k	\$2000k
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, or amendment not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1000k non airside \$5000k airside	
<input type="checkbox"/> EXCESS LIABILITY/UMBRELLA LIABILITY	Max Ded \$	\$	\$
<input checked="" type="checkbox"/> WORKER'S COMPENSATION EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$1000K MIN
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	Max. Ded. \$200k	\$2000k	\$2000k
<input type="checkbox"/> PROPERTY COVERAGE / ALL RISK	Max. Ded.		Agreed value
			Replacement Cost
<input type="checkbox"/> BUILDERS RISK OR INSTALLATION FLOATER. Subject to waiver based on type and nature of project. If project greater than \$50k - installation floater required for replacement of material, equipment, installation. All risk, Replacement value.	Maximum Deductible	\$ 10K	Replacement Value
	Each Claim	Vendor Responsible for Deductible, wind peril not to exceed 5% of project value.	

Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.

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

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

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

Name & Address of Certificate Holder
 Broward County
 2200 Southwest 45th Street
 Dania Beach, FL 33312
 RE: (G. Douge, BCAD)

Digitally signed by Dawn Mehler
 DN: cn=Dawn Mehler, o=Broward
 County, ou=Aviation Department,
 email=dmehler@broward.org, c=US
 Date: 2012091811:43:13-04'00'
 Dawn Mehler
 Aviation Department
 Risk Insurance and Contracts Manager
 Date Issued 9/18/12

ATTACHMENT I **NONDISCRIMINATION REQUIREMENTS**

I. NONDISCRIMINATION - 49 CFR PART 21 REQUIREMENTS

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

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

not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the County shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

- (f) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (g) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.
- (h) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

II. NONDISCRIMINATION - 14 CFR PART 152 REQUIREMENTS

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

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

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

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

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

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

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

III. NONDISCRIMINATION - GENERAL CIVIL RIGHTS PROVISIONS

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

IV. NONDISCRIMINATION - 49 CFR PART 26

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

ATTACHMENT II
PROVISIONS PERTAINING TO AIRPORT PROJECTS
ALL CONSULTANTS/CONTRACTOR AGREEMENTS

[USE THE TERMS COMPANY, CONSULTANT OR CONTRACTOR AS APPLICABLE]

1. **SECURITY**

Airport Security Program and Aviation Regulations.

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

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

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

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

6. **RIGHT TO INVENTIONS**

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

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

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

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

Unless the restrictions of this clause are waived by Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a consultant/ contractor or subconsultant/subcontractor who is unable to certify to the above. If the consultant/contractor knowingly procures or subcontracts for the supply of any product or

service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the County cancellation of the contract at no cost to the Government.

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

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

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

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

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

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

- a. The County may, by written notice, terminate this contract in whole or in part at any time, either for the County's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in process, delivered to the County.
- b. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the consultant's/contractor's obligations, the County may take over the work and prosecute the same to completion by

contract or otherwise. In such case, the consultant/ contractor shall be liable to the County for any additional cost occasioned to the County thereby.

- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the consultant/contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the contract price shall be made as provided in paragraph b of this clause.
- e. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

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

10. **RESTRICTIONS ON LOBBYING**

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

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

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

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

If this Agreement is funded by any federal grants, then consultant/contractor hereby agrees to pay its subconsultants/subcontractors and suppliers within ten (10) business 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) business days following receipt of payment of retained amounts from the County, or within ten (10) business days after a subconsultant/subcontractor has satisfactorily completed its work, whichever shall first occur. This clause applies to both DBE and non-DBE subconsultant/subcontractors.

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

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

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ATTACHMENT III

ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

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

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

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

(A) General Requirements:

- 1) All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by Consultant/Contractor shall be accomplished and developed using computer-aided design (CAD), geographic information system (GIS), and other software and procedures conforming to the following criteria. Electronic data submittals shall also include PDF versions of pages and documentation. The Consultant/Contractor shall expect to produce three primary sets of electronic deliverables:

- CAD – Engineering Design Drawings
- GIS – FAA AGIS Submittal, eALP, and BCAD GIS Use
- PDF – Electronic Document Review and Storage/As-Builts

(B) CAD and GIS Formats:

- 1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2010 or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CAD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents, formatted to fit BCAD standard cover sheet and title block, as detailed in Section (C) below. All GIS data shall be delivered in formats compatible with ESRI ArcGIS version 9.3 or higher. Specific formats (e.g. shape file, layer files, geodatabase, and/or other file type/structure) shall be of BCAD's choosing to meet their internal needs as well as FAA requirements. All deliverables must include appropriate metadata conforming to BCAD and FAA standards. When requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD and FAA standards and/or guidelines, including but not limited to: FAA Advisory Circulars (AC) 5300/150-16, 17 and 18, and US National CAD Standards.
- 2) Target OS platform: Windows operating system.

- 3) Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files, blocks, attribute links, and other files external to the drawing itself) are compatible with the BCADs Target CAD and GIS systems (i.e., basic and advanced CAD and GIS software, platforms, database software/s, geodatabases, etc.), and adhere to the standards and requirements specified herein.
- 4) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of Consultant/Contractor to ensure this level of compatibility.
- 5) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. Data shall be delivered in an ESRI geodatabase format of BCAD's choosing upon request.
- 6) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats. Consultant/ Contractor should work with BCAD to ensure linkages will conform/ match those already in place or generated to create such links.
- 7) All database tables: conform to the structure and field-naming guidance provided upon request by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (dbf, xml, ESRI geodatabase, other) as requested by BCAD. Formats may change, at BCADs request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.
- 8) All CAD and GIS files shall meet FAA/ NGS spatial accuracy requirements and be georeferenced as follows:
 - North American Datum (NAD) 83, HARN, US Survey Feet
 - State Plane Coordinate System, Florida East Zone
 - North American Vertical Datum (NAVD) 88, US Survey Feet
- 9) All data collected shall meet or exceed data acquisition standards established in AC 5300/150-16, 17, and 18, if applicable.

(C) Standards:

- 1) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.
- 2) Coordinate with BCAD concerning the standard file naming protocol to be utilized. Consultant/Contractor may be required to submit drawing files with several naming conventions to satisfy various submittal requirements.
- 3) Unless otherwise stated, all CAD files shall conform to US National CAD standards (BCADs adopted CAD standard) in addition to FAA standards for submission into the FAA AGIS system.
 - a) All building floor plans/elevations shall be drawn and provided in Architectural Units (unless otherwise requested by BCAD).
 - b) All other plans (site plans, airfield plans, ALPs, etc.) shall be submitted in Engineering Units (unless otherwise requested by BCAD).

4) Layering:

- a) Conform to the guidelines defined by the US National CAD Standards, appropriate FAA Advisory Circulars and standards, and BCAD standards.
- b) Provide an explanatory list of layers used for each drawing, including those which do not conform to the standards listed above. Submission of layers that do not conform to the standards listed above will require advance BCAD approval.
- c) Raster: All raster files (aerial photography, TIN, DEM, etc.) shall be delivered in georeferenced SID and TIFF formats as defined by BCAD. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of what BCAD finds difficult to use.

5) Attribute Definitions:

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

6) Conformance:

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

(D) Non-CAD/GIS Graphic Format:

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

(E) Non-Graphic Format:

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

(F) Delivery Media and Format:

- 1) Submit copies of all CADD/GIS/PDF data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.

- 2) Provide electronic digital data and files shall be provided on DVD/CD or via secure file transfer protocol (FTP) site.
- 3) The electronic digital media shall be in the format which can be read and processed by the BCAD's target CAD/GIS systems.
- 4) The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a) The Project Number, Project Title and date
 - b) The Facility Name
 - c) The format and version of operating system software
 - d) The name and version of utility software used for preparation (e.g., compression/ decompression) and copying files to the media
 - e) The sequence number of the digital media
 - f) A list of the filenames
 - g) All requirements to meet or exceed FAA and BCAD standards
- 5) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
 - a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
 - b) Make sure all reference files are attached without device or directory specifications.
 - c) Compress and reduce all design files using compatible file compression/ decompression software approved by BCAD. If the file compression/ decompression software is different from that specified above, then an electronic digital media copy of the file compression/ decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.
 - d) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic digital deliverables.
 - e) Make sure that all support files, such as those listed above, are in the same directory and that references to those files do not include device or directory specifications.
 - f) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.
 - g) Document any fonts, tables, or other similar customized drawing element developed by Consultant/Contractor or not provided among BCAD furnished materials. The contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(G) Drawing Development Documentation:

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

(H) Submittal:

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

(I) Ownership:

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

(J) BCAD-Furnished Materials to the Consultant/Contractor:

- 1) BCAD and Consultant/Contractor may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. To this end, Consultant/Contractor shall make the following information available to the Contractor in electronic format:
 - a) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's/Contractor's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis. Consultant/Contractor shall cooperate and facilitate the exchange of these electronic media documents.
 - b) Where electronic media submittals of final site surveys are required, Consultant will provide electronic copies of any existing site survey data already on electronic media.
 - c) Where Electronic Project Record Documents are required, Consultant will provide the Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on DVD/CD ROM media.
 - d) BCAD will supply Consultant/Contractor with all necessary BCAD standard cover page and title block files and formats.

(K) Other Digital Information:

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

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