

SIXTH AMENDMENT TO

A G R E E M E N T

Between

BROWARD COUNTY

and

THE URBAN GROUP, INC.

for

**CONSULTANT SERVICES FOR
NOISE MITIGATION PROGRAM ASSISTANCE
FOR THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
IN BROWARD COUNTY, FLORIDA**

This is the **SIXTH AMENDMENT** ("Sixth Amendment") to the 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

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

W I T N E S S E T H

WHEREAS, County and Consultant entered into an Agreement dated November 27, 2006, which was amended by a First Amendment dated August 5, 2008, a Second Amendment dated November 9, 2011, a Third Amendment dated July 28, 2011, and a Fourth Amendment dated October 25, 2011, whereby Consultant would provide the first and second phases of consultant services to the County to assist the County with its Noise Mitigation Program ("Project"); and

WHEREAS, on June 26, 2012, the Board of County Commissioners authorized a Fifth Amendment increasing the total Agreement amount from \$5,476,486 to \$39,564,949; and extending the term of this Agreement by five years, expiring on November 26, 2017; and

WHEREAS, the Fifth Amendment also provides that the COUNTY shall have the option to extend the Agreement for two (2) additional one-year option periods, if approved by the Board; and

WHEREAS, County and Consultant desire to extend the term of the Agreement and make such further amendments as are hereinafter set forth;

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

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby extended for an additional one year period, such that the Agreement shall terminate on November 26, 2018. A staffing plan associated with the one year extension is attached to the revised scope of work, **Exhibit A-6**, and identified as **Exhibit 1**.
3. The total compensation payable to Consultant is unchanged. However, a realignment among Labor, Reimbursable and Optional Services is necessary to account for scope and schedule changes. Article 5, *Compensation and Method of Payment*, is amended as follows:

5.1 AMOUNT AND METHOD OF COMPENSATION

. . .

5.1.5 Total Maximum Compensation Payable to Consultant.

County agrees to pay Consultant as the total compensation for performance of all services related to ~~Phase I, Phase II, and for all services related to Phase IIA of Exhibit A, which is attached to the Fourth Amendment and for all services related to Phase III~~ which is attached to the Fifth Amendment and pursuant to the terms of this Agreement, Salary Costs, as described in Section 5.2, up to a maximum amount not-to-exceed Thirty Eight Million, Five Hundred Twenty Four Thousand, Five Hundred Sixty Nine Dollars (\$38,524,569.00) ~~Thirty Two Million, Five Hundred Thirty Two Thousand, Two Hundred Dollars (\$32,532,200.00)~~ and to reimburse Consultant for Reimbursables as described in Section 5.3, up to a

maximum amount of Seven Hundred Thirty Nine Thousand, Three Hundred Eighty Dollars (\$739,380.00) ~~Two Million, Nine Hundred Thirty Four Thousand, Two Hundred Twenty Two Dollars(\$2,934,222.00)~~ and to pay Consultant as compensation for performance of Optional Services, as described in subsection 5.1.4, for ~~Phase I, Phase II, and Phase II A and Phase III~~ up to a maximum amount of Three Hundred One Thousand Dollars (\$301,000.00) ~~Four Million, Ninety Eight Thousand, Five Hundred Twenty Eight Dollars (\$4,098,528.00)~~, for a total maximum amount payable to Consultant under this Agreement of Thirty Nine Million, Five Hundred Sixty Four Thousand, Nine Hundred Forty Nine Dollars (\$39,564,949.00).

4. Article 9, *Insurance*, as amended, is deleted in its entirety and replaced with the following:

9.1 Consultant shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Exhibit G, in accordance with the terms and conditions required by this Article. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

9.2 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 specifically protect the County by naming Broward County as an additional insured/loss payees, under the primary and non-contributory General Liability Policy, Business Automobile Liability, Excess Liability and any Property or Environmental Insurance policies. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.

9.3 All policies of insurance required herein, shall be endorsed to provide County with thirty (30) days prior written notice of cancellation and/or non-renewal and/or restriction, and shall be evidenced by a Certificate of Insurance. County reserves the right to obtain a copy of any policy required by this Article within fourteen (14) days of a written request to Consultant, either by a personal inspection of the policy at Consultant's office at FLL or by receiving a copy of the policy. Any insurance coverage that is written on a "claims made" basis must remain in force

for two (2) years after the termination of this contract. Commercial General Liability Insurance shall be written on an "occurrence" basis only.

- 9.4 Review by County: The aforesaid insurance coverage shall be reviewed from time to time by the County Risk Management Division and may be adjusted if the Risk Management Division determines that such adjustments are necessary to protect County's interest. When such policies or certificates have been delivered by the Consultant to the County as aforesaid and at any time or times thereafter, the County may notify the Consultant in writing that the insurance represented thereby does not conform to the provisions of this Article due to the amount of coverage, the insurance company, or for any other reason, and the Consultant shall have five (5) days in which to cure any such defect. Compliance with the requirements of this Article as to the carrying of insurance shall not relieve the Consultant of its liability under any other provision of this Agreement.
- 9.5 Subrogation. Notwithstanding anything to the contrary herein, Consultant waives any right of recovery against County for any loss or damage to the extent the same is required to be covered by Consultant's insurance hereunder. Consultant shall obtain from its insurers, a waiver of subrogation in favor of the County in connection with any loss or damage covered by Consultant's insurance.
- 9.6 Any Consultant or subconsultant performing work for Consultant under the Agreement shall have Broward County listed as a certificate holder for all coverages. Consultant and or subconsultant shall require all appropriate and necessary insurance coverage in their respective agreements.
- 9.7 Certificate Holder Address. The certificate holder address shall read "Broward County, c/o Aviation Department, 2200 SW 45 Street, Suite 101, Dania Beach, FL 33312" or such other address as may from time to time be required by the County.
- 9.8 Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under any other provision of this Agreement.
- 9.9 Any Consultant performing work for Consultant under the Agreement shall have Broward County listed as a certificate holder for all coverage and an additional insured for its General Liability and Excess Liability coverage. The certificate of insurance shall be in a form that is satisfactory to the County's Risk Manager or Risk Management Division.

5. All scope of work associated with the Voluntary Mobile Home Park Acquisition & Relocation Program and Voluntary Sales Assistance are deleted from the Agreement. **Exhibit A**, *Scope of Services*, of the Agreement, as amended, is hereby replaced in its entirety by **Exhibit A-6**, attached hereto. In each instance in which **Exhibit A** is referred to in the Agreement, shall be deemed to refer to **Exhibit A-6**, upon the effective date of this Amendment.
6. **Exhibit B**, *Salary Costs*, of the Agreement, as amended, is hereby replaced in its entirety by **Exhibit B-6**, attached hereto. In each instance in which **Exhibit B** is referred to in the Agreement, shall be deemed to refer to **Exhibit B-6**, upon the effective date of this Amendment.
7. **Exhibit C**, *Schedule of Subconsultant Participation*, of the Agreement, as amended, is hereby replaced in its entirety by **Exhibit C-6**, attached hereto. In each instance in which **Exhibit C** is referred to in the Agreement, shall be deemed to refer to **Exhibit C-6**, upon the effective date of this Amendment.
8. **Exhibit D**, *Reimbursables*, of the Agreement, as amended, is hereby replaced in its entirety by **Exhibit D-6**, attached hereto. In each instance in which **Exhibit D** is referred to in the Agreement, shall be deemed to refer to **Exhibit D-6**, upon the effective date of this Amendment.
9. **Exhibit F**, *Optional Services*, of the Agreement, as amended, is hereby replaced in its entirety by **Exhibit F-6**, attached hereto. In each instance in which **Exhibit F** is referred to in the Agreement, shall be deemed to refer to **Exhibit F-6**, upon the effective date of this Amendment.
10. **Exhibit G**, attached to this Sixth Amendment, is hereby made a part of the Agreement.
11. In the event of any conflict or ambiguity between this Sixth Amendment and the Agreement, the parties hereto hereby agree that this document shall control.
12. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
13. The Agreement, as amended hereby, incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings

applicable to the matters contained therein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement, as amended hereby. Accordingly, it is agreed that no deviation from the terms of the Agreement, as amended hereby, shall be predicated upon any prior representations or agreements, whether oral or written.

14. Preparation of the Agreement, as amended, has been a joint effort of Consultant and County 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.
15. Except as set forth in the Agreement, as amended, no modification, amendment or alteration in the terms or conditions contained in the Agreement, as amended, shall be effective unless contained in a written document executed by the parties hereto.
16. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
17. In the event the Agreement, as amended, or a portion of the Agreement, as amended, 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 the Agreement. The election to terminate the Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
18. Multiple copies of this Sixth Amendment may be fully executed by all parties, each of which shall be deemed to be an original.

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SIXTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE URBAN GROUP, INC. FOR CONSULTANT SERVICES FOR NOISE MITIGATION PROGRAM ASSISTANCE FOR THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

IN WITNESS WHEREOF, the parties hereto have made and executed this SIXTH AMENDMENT to Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 2017, and THE URBAN GROUP, INC. signing by and through its representative duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

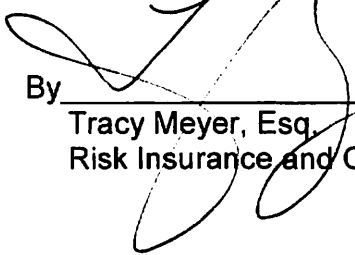
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward
County, Florida

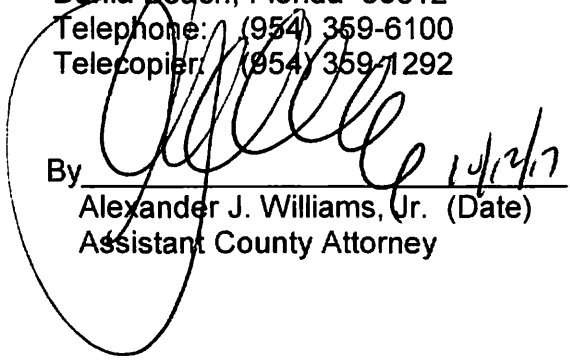
By _____
Mayor

____ day of _____, 2017

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 S.W. 45 Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By  _____ 10-11-17
Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By  _____ 10/12/17
Alexander J. Williams, Jr. (Date)
Assistant County Attorney

**SIXTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE URBAN GROUP, INC. FOR CONSULTANT SERVICES FOR NOISE
MITIGATION PROGRAM ASSISTANCE FOR THE FORT LAUDERDALE-
HOLLYWOOD INTERNATIONAL AIRPORT**

CONSULTANT

ATTEST:

Secretary

Howard W. Steinhilz
(Please Type Name of Secretary)

(CORPORATE SEAL)

THE URBAN GROUP, INC.,
a Florida Corporation

By Howard W. Steinhilz
(President/Vice President)

Howard W. Steinhilz
(Please Type Name of President/
Vice-President)

10 day of October, 2017



EXHIBIT "A-6"
Amendment 6
SCOPE OF WORK

The Scope of Work (SOW) to provide professional services to Broward County's Long Range Noise Mitigation Program consists of two (2) principal areas of work:

1. Program Management Services
2. Voluntary Residential Sound Insulation Program (RSI Program)

1: PROGRAM MANAGEMENT SERVICES

Project Administration and Program Management for the RSI Program element of the long-range Noise Mitigation Program to Broward County is the principal responsibility of The Urban Group, Inc. (Prime Consultant) providing oversight, of a project team consortium of sub consultant members, designated as the Noise Mitigation Consultant Team (NMCT). Program Management services will support the Residential Sound Insulation Program (RSIP) unless specifically noted in this Scope of Work.

The NMCT will provide Broward County Aviation Department (BCAD) with the staff resources necessary to perform the work. Such resources will include Broward County, qualified professional sub-consultants, sub-contractors, vendors and service suppliers associated with the full application of the Noise Mitigation Program. Broward County Office of Disadvantage Business Enterprise (DBE) goals and program compliance will be managed by The Urban Group in conjunction with the Broward County DBE office.

As the Prime Consultant, The Urban Group has administrative responsibility of contract compliance, financial accountability, and responsiveness of NMCT members.

1.1 COMMUNITY OUTREACH

Community Outreach Center

The NMCT will staff and manage the Program Field Office(s). The field office staff will provide outreach services - to program participants and the general public regarding the Noise Mitigation Program on a full-time basis. The field office will be staffed following the same days and hours of operation as Broward County Aviation Department. The community outreach center also serves as a display area of the sound mitigation products including sample doors and windows for the RSIP.

The field office staff will answer phones, greet guests, and provide data entry, electronic / hardcopy filing, distribute and process homeowner applications, and provide word processing / clerical support, and other duties as necessary for the program.

Services performed under this task include facility management; maintenance of the office; management of office supplies, furniture, fixtures and equipment.

1.2. Public Outreach

The NMCT will develop and maintain a sustained community outreach program that will include:

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



Email & Mail Communication

The NMCT will maintain email database of all participants for the RSI element of the noise mitigation program. The NMCT will send out correspondence related to the program as needed and at the direction of BCAD.

- *DELIVERABLE: The NMCT will send emails regarding program and updates.*
- *TIMEFRAME: This task is continuous and ongoing through the terms of this amendment.*

Program Newsletters

The NMCT will develop and issue quarterly & monthly program newsletters. Newsletter announcements and topics will reflect ongoing efforts associated with the RSI, and SA/CAR Programs. The NMCT will post newsletters to the Program's website quarterly. In addition, an electronic copy will be provided to BCAD for posting on the County's website as well as distribution through BCAD's community outreach email "blast" service each quarter. The NMCT will provide a copy of each newsletter for distribution to those homeowners requesting that a copy be mailed to them directly or do not have access to email. Monthly updated newsletters will be distributed electronically only.

- *DELIVERABLE: The NMCT will provide quarterly & monthly newsletters addressing program status and updates. BCAD will be provided with one ADA accessible electronic pdf format of each quarterly newsletter. The NMCT will also develop and maintain an e-mail distribution list of interested individuals. The NMCT will e-mail newsletters to the distribution list monthly. Distribution of print copy will be delivered to the City of Dania Beach, City Hall and available at the BCAD RSIP Outreach Center.*
- *TIMEFRAME: ongoing monthly.*

Homeowner Support

The NMCT will provide outreach support services for the RSI Program to eligible homeowners, tenants and the public to answer questions, provide coordination with the contractor and the SA/CAR team. Outreach will be provided through in person visits to the outreach center, phone calls, emails and correspondence mailed.

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



1.3 Program Management, Coordination, Administration and Finance

The NMCT will manage and coordinate program and project administration activities associated with the implementation of the RSI program. This will include: the day-to-day coordination amongst team members; the development, execution and management of sub-consultant contracts; issuance of notices to proceed; the monitoring of team member budgets, scope of work and product deliverables; the coordination of monthly labor and direct expenses, project accounting. The NMCT will also develop and maintain a monthly probable cost estimate and cash flow projection for the RSI program.

The NMCT will coordinate with the BCAD's designated representative on day-to-day basis. Tasks will include informal meetings, discussions, emails, letters and memorandums.

- *DELIVERABLE: The NMCT will provide documents as required. This deliverable will be in electronic format.*

Program Management Meetings

The NMCT will coordinate, conduct, and/or participate in regular bi-weekly program management meetings, monthly technical advisory committee meeting and periodic meetings as needed. Anticipated meetings include:

Key Stakeholder Meetings

The NMCT will meet with BCAD, Broward County and other key stakeholder representatives on an as needed basis. Contact may include meetings, presentations and/or reporting to, Broward County officials, Dania Beach officials, the Federal Aviation Administration or other outside parties as directed by BCAD. The NMCT will also prepare for and attend monthly Technical Advisory Committee Meetings with key BCAD staff, the FAA, SA/CAR Program Managers and other interested parties as determined by BCAD. The NMCT estimates - up to four (4) meetings per month for the remaining contract term, apart from the RSIP Program meetings, or Broward County Entities, i.e. Office of DBE, County Auditor and County Attorney.

Project Meetings BCAD

The NMCT will meet with the BCAD's designated representative to review program status and to discuss upcoming program events and project activities, key program policy and procedure issues to be resolved, atypical field conditions, contractor and construction related matters, among other ongoing issues. The NMCT estimates up to five (5) meetings per month for the remaining contract term.

- *DELIVERABLE: The NMCT will provide meeting minutes, if requested to BCAD for each meeting. This deliverable will be in electronic pdf format.*
- *TIMEFRAME: Meeting minutes will be prepared within two days of the meeting date.*

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



Intra-team Coordination Meetings

The NMCT will hold intra-team meetings throughout the project to ensure coordination within and among team members on scheduling, technical, agency and homeowner / community coordination issues. The NMCT estimates up to six (6) meetings per year for the remaining contract term.

- *DELIVERABLE: To the extent necessary, meeting summaries or correspondence will be generated.*

1.4. Information Management

Maintain & Update the Information Management System (WeaverPRM)

The NMCT will maintain and update the information management system, inputting data and updating data for the RSIP. The system provide data including schedule appointments, tracking of construction contracts and individual unit's key milestones, critical dates, construction values, exterior and interior noise levels, FEMA flood plain location and other data as required by the information management plan. This data will be transmitted nightly to BCAD for use in the GIS system.

- *DELIVERABLE: The NMCT will upload program data to WeaverPRM on a daily basis.*
- *TIMEFRAME: Continuous and ongoing through the terms of this amendment.*

Maintain & Update the Program Website Content

The NMCT will continue to maintain, host, and update the Program website content (www.FLLNoiseMitigation.com). Updates will include program changes, status updates, newsletters, news articles and other supplemental information pertaining to the Noise Mitigation Program. The NMCT will provide the content for the RSI Program. BCAD or other County consultants will provide the content for the SA/CAR Program which will be provided to the NMCT to upload to the website.

- *DELIVERABLE: The NMCT will provide updates to the Program website content on a monthly basis.*
- *TIMEFRAME: The NMCT will update as directed by BCAD.*

Maintain & Updated the Program Schedules

The NMCT will prepare and maintain an RSI Program master schedule which will reflect critical deadlines, and deliverable due dates. Under this scope of work, the NMCT will update the baseline schedule.

- *DELIVERABLE: The NMCT will provide an updated master project schedule to BCAD.*

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



- This deliverable will be in electronic Microsoft Project and PDF format.*
- *TIMEFRAME: The NMCT will provide updated schedules monthly.*

Electronic Document Management System (EDMS) (SharePoint)

The NMCT will maintain the EDMS as it is currently implemented. All designated program documents will be stored in pdf format in BCAD's Share Point system. The NMCT will provide the staff necessary to scan, upload, and input meta-data for all program documents determined to be necessary for historic record in the information management plan.

- *DELIVERABLE: The NMCT will upload program documents to the SharePoint site as required in the Information Management Plan.*
- *TIMEFRAME: Continuous and ongoing through the terms of this amendment.*

Program Reports, Studies & Analysis

The NMCT will submit various reports to BCAD. Such reports will include, but are not limited to: the monthly status update reports, acoustical reports, and construction contract management, and closeout documents.

Program Activity status reports will summarize work-in-progress by phase and task, key milestones achieved for program development, upcoming program events and / or deadlines, key program issues program schedules, coordination of construction contracts, cash flows for construction, tracking of AIP and Non-AIP eligible items, coordination with homeowners, BCAD, FAA and other entities as requested by BCAD.

- *DELIVERABLE: The NMCT will provide monthly reports, studies and analysis to BCAD in electronic pdf format. All reports, studies and analysis will be provided to BCAD in a PDF editable format.*
- *TIMEFRAME: Ongoing*

Develop and Maintain a Quality Control / Quality Assurance Program

The NMCT will update and maintain a control and quality assurance program for the RSI Program. Key efforts will include: review of all written documents, reports, and deliverables prior to external release; monitoring program for compliance with policies and procedures.

- *DELIVERABLE: The NMCT will maintain a QA/QC Assurance Plan.*
- *TIMEFRAME: This task is continuous and ongoing through the terms of this amendment.*

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



2. VOLUNTARY RESIDENTIAL SOUND INSULATION PROGRAM

The Voluntary Residential Sound Insulation Program (RSIP) will be offered to eligible properties as part of the Noise Mitigation Program. The Noise Mitigation Consultant Team (NMCT) will provide homeowner coordination, architectural design, mechanical and electrical (M&E) engineering, boundary surveys, environmental testing and oversight, acoustical engineering, and construction oversight to complete design and bring the units to construction

After execution of the 5th Amendment of this contract, the RSI Program has undergone numerous regulatory and policy changes which have affected the scope of work. This 6th Amendment Scope of Work is intended to identify the services necessary to complete the RSI Program under the new regulatory requirements. Since the Program is underway and the various construction groups are in- various stages of completion, the following table identifies by group which portions of this scope of work are pertinent for RSI Program.

Exhibit A-6: Sixth Amendment
 Noise Mitigation Program Assistance
 Implementation of Long Range Noise Mitigation Program
 Scope of Work – Residential Sound Insulation Services

**RSI Program
 Level of Effort by Group for the 6th Amendment**

| Group / Units | Acoustical Program | | Design Services | | | | | Construction Administration | | | | |
|----------------------------------------|--------------------|------------|--------------------|---------------------|-----------------|-----------------------------|------------------------------------|-----------------------------|---------------------------|-----------------------|-----------------------------|---|
| | Testing | Treatments | Program Compliance | Pre-Design Services | Concept Packets | Analysis of AIP Eligibility | Construction Documents / Repackage | Bid & Contract Award | Pre-Construction Services | Construction Services | Program Closeout & Warranty | |
| K (154) | | | | | | | | | | | | |
| L1 (112) | Y | | Y | | | | | Y | Y | Y | | Y |
| L2 (45) | Y | | Y | | | | | Y | Y | Y | | Y |
| M1 (107) | Y | | Y | | | | | Y | Y | Y | | Y |
| M2 (50) | Y | | Y | | | | | Y | Y | Y | | Y |
| N1 (137) | Y | | Y | | | Y | Y | Y | Y | Y | | Y |
| N2 (87) * | Y | | Y | | | Y | Y | Y | Y | Y | | Y |
| Optional Services – Design Only | | | | | | | | | | | | |
| 25 Units | | Y | Y | Y | Y | Y | Y | Y | Y | Y | | Y |

*Note: Group N2 is comprised of 37 units designed under Group N, 25 units comprised of retesting designed in Fall 2017 and 25 units to be designed under Optional Services.

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



2.1 RSI ACOUSTICAL PROGRAM

Post-Construction Acoustical Testing

The acoustical consultant will conduct post-construction acoustical testing on 20% of the constructed properties in Groups K, L1, L2, M1, M2, N1, and N2.

Post-construction acoustical testing reports will be prepared upon the completion of each Bid Group.

- *DELIVERABLE: The NMCT will provide post-construction reports for approximately 140 units.*
- *TIMEFRAME: Testing reports will be provided within 30 days of testing*

2.2 RSI PROGRAM DESIGN SERVICES

Program Compliance

Conduct Building Code Review / Meet with Building Officials

Annually, the NMCT will review applicable federal, state, and local building codes to identify any changes that might affect the RSI Program. The NMCT will then meet with the City of Dania Beach Building Officials to review building code issues and permitting requirements. A summary of the relevant federal, state, and local building code requirements will be prepared annually for review with BCAD. If any changes occur they will be incorporated into the Program Procedures Manual.

- *DELIVERABLE: A memorandum summarizing the findings and recommendations, if any, will be provided to BCAD annually. This deliverable will be in electronic format.*

2.3 Analysis of AIP Eligible/Non-AIP Eligible Items

On June 21, 2017, the FAA issued a letter to Monica Capelluto, BCAD's Expansion Program Administrator regarding AIP grant eligibility for recommended acoustical treatments (FAA Letter). The following scope of services for the construction phase services is based upon providing information to BCAD to assist them in compliance with this letter.

Prepare summary memorandum and probable cost analysis of AIP and Non-AIP eligibility

The NMCT will prepare a memorandum summarizing the data analyzed and the estimated costs for Groups N1 and N2. A spreadsheet detailing the costs per unit will be included with the memorandum.

- *DELIVERABLE: A memorandum summarizing the analysis and a spreadsheet detailing individual unit costs. One electronic copy and one physical copy will be provided.*
- *TIMEFRAME: The task will be completed within 4 weeks of completing the eligibility analysis described above.*

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



Conduct a Scope of Work Review for Each Unit and Prepare Eligibility Analysis:

Each unit in Groups N1 and N2 will be analyzed utilizing the BCAD approved eligibility matrix. The technical staff will review the recommended treatment package with emphasis on the following items:

- **Mechanical Systems**
 - Identify the mechanical scope of work as depicted on the floor plans
 - Review Mechanical Engineer's justification statement to determine if the recommended treatments meet the AIP eligibility criteria contained in the FAA Letter.
 - Assign either an AIP or Non-AIP determination for each item
 - Assign costs for each item based upon the probable cost estimate (parts & labor)
 - **Electrical Systems**
 - Identify the electrical scope of work as depicted on the floor plans
 - Review Electrical Engineer's justification statement to determine if the recommended treatments meet the AIP eligibility criteria contained in the FAA Letter.
 - Assign either an AIP or Non-AIP determination for each item
 - Assign costs for each item based upon the probable cost estimate (parts & labor)
 - **Architectural treatments**
 - Identify Architectural scope of work as depicted on floor plans
 - When there are non-AIP eligible mechanical and/or electrical modifications, conduct analysis to determine if any proposed architectural modifications [e.g. soffits/chases, closet modifications] are a result of the non-AIP work;
 - Assign either an AIP or Non-AIP determination for each item
 - Assign costs for each item based upon the probable cost estimate (parts & labor)
- *DELIVERABLE: The NMCT will provide a matrix for each bid group to BCAD.*
- *TIMEFRAME: The task will take approximately 4 weeks for each bid group.*

2.4 Repackage Bid Documents

Repackage Group N1 and N2 Bid Documents

BCAD requested the NMCT to divide the Group N bid documents into two bid packages and to revise the documents to reflect the changes made to the Group L1 repackage. The NMCT will divide the existing deliverable into two separate bid groups known as N1 and N2, update the probable cost estimate, technical specifications, details, and other necessary documentation to reflect two separate bid documents. The NMCT is not responsible for the Broward County generated documents including the construction contract and Purchasing bid documents.

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



- *DELIVERABLE: Two original, signed and sealed, hard copies and one electronic copy of the 100 percent Contract Documents for Groups N1 and N2. The two-original signed and sealed set of documents will be transmitted to the selected contractor for use in obtaining building permits.*
- *TIMEFRAME: The task will be completed within 4 weeks of BCAD's direction to proceed with this subtask.*

Develop Bid Forms to Comply with FAA Letter:

The NMCT will revise the Group N1 and N2 bid forms to identify for each unit the AIP and Non-AIP eligible bid items as per the BCAD approved eligibility matrix.

- *DELIVERABLE: One electronic copy of the bid form for each group will be provided*
- *TIMEFRAME: The task will be completed within 3 weeks of beginning the task.*

2.5 RSIP CONSTRUCTION ADMINISTRATION SERVICES

Bid and Contract Award

Bidding Process:

The NMCT will assist BCAD in the bidding process. Services will include attending pre-bid conferences, providing clarifications and preparing responses for addenda. The NMCT will provide the following services for Groups M1, M2, N1, and N2.

- *TIMEFRAME: The NMCT will assist in these services based upon the County's purchasing process.*

Bid Review

The NMCT will conduct an analysis of the bids for Group L1, L2, M1, M2, N1, and N2. The analysis will include a review of the product submittals required as part of the bid process and will provide a memorandum regarding the bids, their compliance with the specifications and the estimated cost compared to the probable cost.

- *DELIVERABLE: One electronic copy of the bid concurrence will be provided for each group.*
- *TIMEFRAME: The task will be completed within 3 weeks of BCAD transmitting the bids to the NMCT for review.*

2.6 Pre-Construction Services

Coordinate Execution of Contractor's Contract

The NMCT will coordinate with the contractor to obtain the BCAD required contract documentation including bonds, insurance, and licensing information which will be transmitted to BCAD for review and contract execution.

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



Research and Prepare Draft Buy American Waiver for HVAC Mini-Split Systems:

If the contractor acknowledges the need for a Buy American Waiver as part of their bid submittal, the NMCT will research and prepare a draft of the Type 3 waiver request to BCAD for transmittal to their legal department and then to the FAA. The NMCT will prepare waivers for Groups L1, L2, M1, M2, N1, N2.

- *DELIVERABLE: The NMCT will provide a draft Type 3 waiver documents in an editable format for bid group as needed.*
- *TIMEFRAME: The NMCT will provide the draft waiver document within 30 days of notice by the contractor to BCAD of the need for a waiver.*

Pre-Construction Conference and Property Inspection

The NMCT will conduct a pre-construction conference and property inspection of each unit with the contractor, subcontractors and suppliers for Groups L1, L2, M1, M2, N1, and N2. The inspection will allow the contractor to take measurements for ordering products and to discuss and resolve any questions regarding proposed treatments. Resolution with regards to architectural, mechanical, electrical and ventilation systems (including equipment locations, line set routing, duct size and routing and electrical system upgrades) will occur during the walk-through. The NMCT will inform BCAD of any treatment changes that may result from the walk-through.

Contractor Submittals

The NMCT team will receive shop drawings, project submittals, technical information from the contractors, and schedule of values, work schedules, and review for conformance with the contract documents for Groups L1, L2, M1, M2, N1, and N2.

- *DELIVERABLE: Reviewed submittals and work schedules will be delivered in electronic format.*
- *TIMEFRAME: The reviewed submittals shall be returned to contractor within 15 calendar days of receipt from contractor.*

Boundary Survey

For Groups L1, L2, M1, M2, N1, and N2, the NMCT will notify BCAD of units requiring a boundary survey for each unit that is receiving a new air conditioning condenser pad in a new location. The NMCT will review the boundary survey to determine if the location of the condenser pad infringes on the setback requirements for the property. The NMCT estimates approximately 100 boundary surveys will be ordered.

- *DELIVERABLE: The NMCT will transmit two surveys to the contractor for use in obtaining the construction permit. One survey will be utilized to obtain a variance from the City of Dania Beach, if needed. The NMCT will provide a report detailing which property require a boundary survey and which subset also require a variance to BCAD within 30 days of receiving the surveys.*

**Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services**



City of Dania Beach Variance Applications

For Groups L1, L2, M1, M2, N1, and N2, the NMCT will assist BCAD in obtaining a variance for any property that does not meet the setback requirements associated with the installation of a new air condensing pad. Based upon the boundary survey, the NMCT will determine whether a variance is needed. If required, a variance application with associated backup will be developed. The NMCT will assist BCAD in obtaining the signatures of the homeowners on the variance application. The NMCT will coordinate with the City of Dania Beach in obtaining the necessary variances. This scope of work includes the preparation of the variance application packages, which currently include the application, justification statement, site survey with redline mark-up and construction drawing package. Additional coordination with the City of Dania Beach, attendance at Planning and Zoning (P&Z) Board meetings, if required, posting of P&Z Board hearing notices in yards and coordination with homeowners regarding this issue. The NMCT estimates approximately 40 variances will be needed under this scope of work.

- *DELIVERABLE: One original zoning variance application per site.*
- *TIMEFRAME: The NMCT will facilitate the execution of the zoning applications 60 days after the receipt of the boundary surveys.*

2.7 Construction Services

On-Site Construction Observation

The NMCT will perform full-time on-site construction observation throughout the period when construction activities are taking place to determine if the contractor's work is consistent with the contract documents for Groups L1, L2, M1, M2, N1, and N2. Duties will include: observe and monitor construction progress, create photographic documentation and prepare daily logs, inventory contractor's warehouse to ensure that all products are available prior to commencing work at each unit; verify that the correct materials/products are being installed per the contract documents; observe abatement of hazardous materials and provide air clearance testing to verify safe occupancy of the abated unit, address homeowner or contractor questions in the field or refer issues to the NMCT for clarification, and, investigate claims and initiate documentation for any changes in the work. Each NMCT consultant will be responsible for the oversight of their scope of work.

- *DELIVERABLE: Field reports and construction status reports detailing these activities will be provided in electronic format.*
- *TIMEFRAME: The field reports will be completed daily and construction status reports will be generated on a weekly basis.*

Hazmat Assessment Oversight

NMCT's Environmental Consultant will provide oversight of the contractor's abatement of identified hazardous materials for Groups L1, L2, M1, M2, N1, and N2. The asbestos oversight will include field verification to ensure compliance with applicable laws and the contract specifications, auditing of the post job submittals, daily air monitoring to document that airborne asbestos levels outside of the contained areas

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



do not exceed the EPA's clean air standard of 0.01 f/cc, and final clearance testing to document that the abatement areas are safe for re-occupancy. Lead oversight will include field verification to ensure compliance with the specifications, determination if lead abatement is required, confirmation that lead containing materials are handled in accordance with the EPA's Lead Renovation, Repair and Painting Program (RRP), auditing of post-job submittals.

- *DELIVERABLE: Field reports and construction status reports detailing these activities will be provided in electronic format.*
- *TIMEFRAME: The field reports will be completed daily and construction status reports will be generated on a weekly basis.*

Attend and Conduct Construction Progress Meetings

The NMCT team will attend and conduct weekly construction progress meetings and create minutes / action items for distribution to all parties for Groups L1, L2, M1, M2, N1, and N2. Meetings shall be attended by the contractor's superintendent, a NMCT representative, and a BCAD representative.

- *DELIVERABLE: Construction meeting minutes will be prepared and delivered in electronic format.*
- *TIMEFRAME: Construction meeting minutes will be completed within 2 days of the construction meeting.*

Review & Process Contractor's Application for Payment

The NMCT will review contractor's monthly "Application for Payment" forms, including a "pencil" copy to be agreed to by the construction representative, the construction manager, and the NMCT. The NMCT will review and sign the final application indicating its accuracy, and then return the form to BCAD for processing. This will apply to Groups L1, L2, M1, M2, N1, and N2. The NMCT will also transmit to BCAD the contractor and subcontractor payroll records. A BCAD designated representative will be responsible for verifying the workforce composition, accuracy of payroll records and compliance with state and federal wage rates.

Review & Resolve Change Orders

On a weekly basis, the NMCT will review the Requests for Information (RFI) and contractor change proposals and make recommendations to BCAD regarding potential contract adds / deducts and changes to the contract schedule and total value for Groups L1, L2, M1, M2, N1, and N2.

The NMCT will issue field change directives to the contractor for the approved changes. At the end of the construction contract, a change order representing the sum of the field change directives will be created for execution by BCAD and the contractor.

- *DELIVERABLE: Field change directives will be provided in an electronic format for the review and comment.*
- *TIMEFRAME: RFIs and field change directives will be generated on a weekly basis.*

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



Inspections and Substantial Completion

For Groups L1, L2, M1, M2, N1, and N2. Upon written notice by the contractor that the work in a unit is substantially complete, the NMCT will prepare a punch list for each residence. Reports will note items to be corrected / or those that remain incomplete. Upon confirmation that the contractor has completed items per the punch lists, the NMCT shall prepare and issue a "Certificate of Substantial Completion" for each unit. The NMCT will conduct a final inspection at each residence. The NMCT will verify that all work required per the contract documents has been satisfactorily completed and accept the work on a unit-by-unit basis as being complete.

- *DELIVERABLE: A certificate of substantial completion will be provided in an electronic format for the review and comment.*
- *TIMEFRAME: Certificates of substantial completion will be generated on a weekly basis.*

Sales Assistance/Conveyance and Release Program (SA/CAR) Coordination

The NMCT will coordinate the release of homes completed under the RSIP with the SA/CAR program team. The NMCT will coordinate RSIP and SA/CAR related efforts including combined monthly reports as deemed necessary by BCAD.

Construction Contract Closeout: Provide Final Change Order and Warranties, Etc.

For Groups K, L1, L2, M1, M2, N1, and N2 the NMCT will review and coordinate with the contractor to ensure that they complete contract requirements for project closeout including preparation of a final change order and other contract closeout procedures including Final Application for Payment, Bonds, Certificates of Clearance Testing or Wipe Tests for HazMat, Release of Liens, Record Drawings, and Contract Photos, and other required documents. The NMCT will submit the contract closeout documents to BCAD.

The NMCT will receive, review and distribute to property owners all required warranties, operating manuals, maintenance data, and instructions. The NMCT will obtain from the property owner a "Homeowner Acceptance Form" indicating acceptance of the completed work.

- *DELIVERABLE: Two original copies of the contract closeout documents will be provided.*
- *TIMEFRAME: Closeout documents will be provided within 45 days of the completion of construction.*

Administration of Warranty Requests

The NMCT will facilitate homeowner warranty requests with the contractor and product supplier for the duration of the RSI program. It is anticipated that program participants will continue to contact the field office until the end of the contract term. To provide continuing assistance to the community, the field office staff will continue to provide this service to RSI Program participants.

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
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Scope of Work –Residential Sound Insulation Services



3. RSI PROGRAM OPTIONAL SERVICES:

The scope includes design services for up to 35 Units. It is presumed these units will be incorporated into the Group N2 bid documents. In order to maintain the proposed program schedule, BCAD will need to authorize these optional services **December 4, 2017**. Lessons learned applicable to the design in order to maximize efficiency and minimize non AIP eligible elements.

3.1 RSI ACOUSTICAL PROGRAM

Acoustical Treatment Concepts

The acoustical consultant will review the acoustical treatment concepts proposed for each unit to ensure that the proposed treatments will meet the noise reduction criteria for the RSI Program. Recommendations for any modifications to the proposed treatments will be made, as required, to meet the goals of the program. The NMCT, upon review of these recommendations shall advise BCAD of any changes.

3.2 RSI PROGRAM DESIGN SERVICES

Pre-Design Services

Site Assessment Visits

The NMCT will conduct assessment visits for residential units that have been deemed eligible for treatment based upon acoustical retesting. The assessment team will review existing conditions, review acoustical treatment applications, assess existing mechanical systems including identifying the existing duct sizes, condition and layouts. There will be a review of the electrical panels, evaluate potential indoor air quality problems, provide a structural analysis to determine if modifications are required, and brief the homeowner on the technical and construction process.

- o *TIMEFRAME: The assessment visits will be conducted approximately 30 days after receiving direction from BCAD to begin the design process.*

Identification of Hazardous Materials

The NMCT's Environmental Consultant shall perform testing at each residential unit to identify the possible presence of hazardous materials in those areas that will likely be impacted by the acoustical treatments. The Environmental Consultant shall prepare, in accordance with State and Federal regulations, hazmat notification and / or remediation plans for approval, as well as safe work practices.

Asbestos Survey

The NMCT's Environmental Consultant will test for the purpose of documenting the various homogeneous areas of building materials suspected of containing asbestos. The scope will be limited to those materials that may be disturbed during the planned renovation activities at the site. The asbestos survey will be undertaken to detect the

**Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services**



presence of accessible and visible Asbestos Containing Building Materials (ACBM), and to assess the friability of any such ACBM. Samples will be collected, analyzed by a National Voluntary Laboratory Accreditation Program (NVLAP) laboratory and incorporated into the report. A report will be generated and signed by a Florida Licensed Asbestos Consultant. These reports will be included in the construction documents.

- *DELIVERABLE: The NMCT's Environmental Consultant will provide a report for each unit to BCAD in a PDF editable format.*
- *TIMEFRAME: The report will be provided within 90 days after receiving the test results.*

Lead Based Paint Inspection

The NMCT's Environmental Consultant will test to determine the existence of lead based paint through a surface-by-surface investigation of the site. The scope of the project will be limited to those materials that may be disturbed during the planned renovations at the site. Testing of the samples will be performed using an XRF. The XRF is a screening method currently recommended by HUD for analysis of lead levels in paint.

In accordance with EPA requirements, the inspection will be conducted using documented methodologies and specified quality control measures and the results will be incorporated into a report. If a reading falls within the inconclusive range for the XRF instrument (0.6 to 1.2 mg/cm²) then a paint chip sample will be collected and submitted to a certified laboratory for analysis of lead by Flame Atomic Absorption (FAA). A report will be generated for each unit. These reports will be included in the construction documents.

- *DELIVERABLE: The NMCT's Environmental Consultant will provide a report for each unit to BCAD in a PDF editable format.*
- *TIMEFRAME: The report will be provided 90 days after receiving the test results.*

3.3 Concept Packets

Existing Conditions Matrix

The NMCT will prepare a matrix that documents relevant to potential non-complying code or occupancy conditions that pertain to the acoustical treatments. The report will be reviewed with BCAD for evaluation and discussion before proceeding with treatment recommendations.

- *DELIVERABLE: An Existing Conditions Matrix will be provided in an electronic format.*
- *TIMEFRAME: This deliverable will be generated as within 30 working days of completing the assessment visits.*

Concept Packets

The NMCT will prepare a treatment concept packet for each residential unit that received an assessment visit unless the homeowner withdraws from the program. These packets will include: floor plan(s), door and window schedules, photos of each major elevation, as well as any details unique to installations at the residence and details regarding any wall / ceiling upgrades, description of any modifications and / or replacement of mechanical, electrical, ventilation, indoor air quality, or structural systems.

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Noise Mitigation Program Assistance
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- *DELIVERABLE: A concept packet for each unit will be provided in PDF electronic format.*
- *TIMEFRAME: The concept packets will be delivered approximately 60 working days after the approval of the Existing Conditions Matrix by BCAD.*

Homeowner Review

The NMCT will meet with each of the property owners to review the proposed acoustical treatment package as presented in the concept packet. The final concept packet will include updated drawings per the homeowner's review and comments from BCAD.

Finalize Concept Packets (30% Submittal)

The NMCT will modify the concept packets to reflect any changes to the proposed treatments requested by the homeowner, and as reviewed and approved by BCAD.

- *DELIVERABLE: The final concepts packets for each unit. There will be one hard copy and one electronic copy of each document.*
- *TIMEFRAME: The concept packets will be finalized 10 days of meeting with each property owner.*

Homeowner Participation Agreements (50% Submittal)

The NMCT will prepare and will review with the participants the Homeowner Participation Agreement (HPA) for each unit with the property owner. Upon execution of the HPA by the property owner, the NMCT will transmit the original documents to BCAD for execution. Upon execution by BCAD, the NMCT will transmit a fully executed HPA to the property owner.

- *DELIVERABLE: Two original executed copies of the Homeowner Participation Agreement for use by BCAD.*
- *TIMEFRAME: The NMCT will facilitate the execution of the agreements after the finalization of the concept packets.*

3.4 Construction Documents

Draft Contract Documents (90% Submittal)

The NMCT will prepare a set of draft contract documents to be submitted to BCAD for review and comment. These documents will include the draft plans, treatment recommendations and abatement of hazardous materials reports (lead based paint and asbestos containing materials). The 90% (ninety percent) documents shall meet all applicable requirements of the prevailing Florida Building Code. This submittal will include a probable cost estimate of construction. BCAD's comments on the 90 percent submittal will be incorporated into the 100 percent contract documents.

- *DELIVERABLE: The NMCT will provide the 90% (ninety percent) Draft Contract Documents in a PDF editable format. Additionally, the NMCT will provide a Signed & Sealed letter documenting the need for equipment upgrades for each unit.*
- *TIMEFRAME: The draft 90% (ninety percent) construction documents will be*

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



delivered 45 days after the completion of the homeowner agreements.

Final Contract Documents and Probable Cost Estimate

The NMCT will finalize the 90% contract documents and probable cost estimate, based upon the comments from the BCAD on the draft contract documents. The NMCT's mechanical and electrical engineer will each prepare a signed and sealed letter justifying the need for the replacement of an existing HVAC system and any associated work needed to install a working system.

- *DELIVERABLE: Two original, signed and sealed, hard copies and one electronic copy of the 100 percent Contract Documents. The two-original signed and sealed set of documents will be transmitted to the selected contractor for use in obtaining building permits.*
- *TIMEFRAME: The 100% (one hundred percent) Contract documents will be delivered 30 days after the review and approval of the 90% (ninety percent) documents by BCAD. The signed and sealed engineer's letter will be provided 30 days after acceptance of the 100% documents.*

Conduct A Scope of Work Review for Each Unit and Prepare Eligibility Analysis:

Each unit will be analyzed utilizing the BCAD approved eligibility matrix. The technical staff will review the recommended treatment package with emphasis on the following items;

- **Mechanical Systems**
 - Identify the mechanical scope of work as depicted on the floor plans
 - Review Mechanical Engineer's justification statement to determine if the recommended treatments meet the AIP eligibility criteria contained in the FAA Letter.
 - Assign either an AIP or Non-AIP determination for each item
 - Assign costs for each item based upon the probable cost estimate (parts & labor)
- **Electrical Systems**
 - Identify the electrical scope of work as depicted on the floor plans
 - Review Electrical Engineer's justification statement to determine if the recommended treatments meet the AIP eligibility criteria contained in the FAA Letter.
 - Assign either an AIP or Non-AIP determination for each item
 - Assign costs for each item based upon the probable cost estimate (parts & labor)
- **Architectural treatments**
 - Identify Architectural scope of work as depicted on floor plans
 - When there are non-AIP eligible mechanical and/or electrical modifications, conduct analysis to determine if any proposed architectural modifications [e.g. soffits/chases, closet modifications] are a result of the non-AIP work;

Exhibit A-6: Sixth Amendment
Noise Mitigation Program Assistance
Implementation of Long Range Noise Mitigation Program
Scope of Work –Residential Sound Insulation Services



- Assign either an AIP or Non-AIP determination for each item
- Assign costs for each item based upon the probable cost estimate (parts & labor)

- *DELIVERABLE: The NMCT will provide a matrix for each bid group to BCAD.*
- *TIMEFRAME: The task will take approximately 4 weeks for each bid group.*

AMENDED EXHIBIT "B-6"
Amendment 6
SALARY COSTS - HOME/CORPORATE OFFICE

Project No: RLI# 2004-1118-0-AV-01
Project Title: Residential Sound Insulation Program Services
Consultant/Sub Consultant Name: **THE URBAN GROUP, INC.**

| | MAXIMUM HOURLY RATE | X | MULTIPLIER | MAXIMUM BILLING RATE |
|--------------------------|------------------------|---|------------|-------------------------|
| TITLE | (\$/HR) | | 2.77 | (\$/HR) |
| Managing Director | \$83.92 | | 2.77 | \$232.47 |
| Financial Specialist | \$58.28 | | 2.77 | \$161.42 |
| Homeowner Coordinator | \$36.46 | | 2.77 | \$100.99 |
| Permit Expeditor | \$43.79 | | 2.77 | \$121.29 |
| Secretary/Receptionist | \$25.17 | | 2.77 | \$69.73 |
| Administrative Assistant | \$21.81 | | 2.77 | \$60.41 |
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Multiplier of 2.77 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (152.27)%

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

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

2.77

CONSULTANT

Howard W. Steinberg
Name/Title

COUNTY

M. C.
Contract Administrator

Date: October 4, 2017

Date: 10/3/17

AMENDED EXHIBIT "B-6"
Amendment 6
SALARY COSTS - FIELD OFFICE

Project No: RLI# 2004-1118-0-AV-01
Project Title: Residential Sound Insulation Program Services
Consultant/Sub Consultant Name: THE URBAN GROUP, INC.

| | MAXIMUM HOURLY RATE | X | MULTIPLIER | MAXIMUM BILLING RATE |
|----------------------------|------------------------|---|------------|-------------------------|
| TITLE | (\$/HR) | | 2.72 | (\$/HR) |
| Program Controls Manager | \$62.33 | | 2.72 | \$169.54 |
| Financial Specialist | \$58.28 | | 2.72 | \$158.51 |
| Homeowner Coordinator | \$36.46 | | 2.72 | \$99.17 |
| Secretary/Receptionist | \$25.17 | | 2.72 | \$68.48 |
| Administrative Assistant | \$21.81 | | 2.72 | \$59.32 |
| EDCS Data Entry Specialist | \$25.17 | | 2.72 | \$68.48 |
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Multiplier of 2.72 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (147.25)%
 FRINGE = HOURLY RATE X FRINGE (X.XX)%
 OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%
 MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

2.72

CONSULTANT

COUNTY

Heavenly Steady Contract Manager
Name/Title

[Signature]
Contract Administrator

Date: October 4, 2017

Date: 10/5/17

AMENDED EXHIBIT "B-6"
Amendment 6
SALARY COSTS - HOME/CORPORATE OFFICE

Project No: RLI# 2004-1118-0-AV-01
Project Title: Residential Sound Insulation Program Services
Consultant/Sub Consultant Name: THE JONES PAYNE GROUP

| | MAXIMUM HOURLY RATE | X | MULTIPLIER | MAXIMUM BILLING RATE |
|-------------------------|------------------------|---|------------|-------------------------|
| TITLE | (\$/HR) | | 2.90 | (\$/HR) |
| Architect of Record | \$86.86 | | 2.90 | \$251.89 |
| Project Architect | \$53.60 | | 2.90 | \$155.45 |
| Senior Design Manager | \$41.96 | | 2.90 | \$121.69 |
| Cost Estimator | \$34.62 | | 2.90 | \$100.40 |
| Senior Job Captain | \$32.53 | | 2.90 | \$94.32 |
| Drafter/Tech Support II | \$25.17 | | 2.90 | \$73.01 |
| Quality Control | \$57.70 | | 2.90 | \$167.33 |
| Scheduler | \$48.25 | | 2.90 | \$139.94 |
| Database/GIS Manager | \$45.24 | | 2.90 | \$131.19 |
| GIS Developer/Analyst | \$43.92 | | 2.90 | \$127.37 |
| Database Technician | \$33.17 | | 2.90 | \$96.20 |
| Specification Writer | \$65.04 | | 2.90 | \$188.62 |
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Multiplier of 2.90 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (163.63)%


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

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

2.90

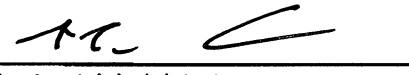
CONSULTANT

 PRESIDENT

Name/Title

Date: 10/4/2017

COUNTY



Contract Administrator

Date: 10/5/17

AMENDED EXHIBIT "B-6"
Amendment 6
SALARY COSTS - FIELD OFFICE

Project No: RLI# 2004-1118-0-AV-01
Project Title: Residential Sound Insulation Program Services
Consultant/Sub Consultant Name: THE JONES PAYNE GROUP

| | MAXIMUM HOURLY RATE | X | MULTIPLIER | MAXIMUM BILLING RATE |
|-----------------------------------|------------------------|---|------------|-------------------------|
| TITLE | (\$/HR) | | 2.85 | (\$/HR) |
| Principal Program Director | \$70.28 | | 2.85 | \$200.29 |
| Program Manager | \$57.70 | | 2.85 | \$164.45 |
| Senior Design Manager | \$41.96 | | 2.85 | \$119.59 |
| Senior Job Captain | \$32.53 | | 2.85 | \$92.70 |
| Drafter/Tech Support II | \$25.17 | | 2.85 | \$71.75 |
| Homeowner Coordinator | \$37.25 | | 2.85 | \$106.16 |
| Data & Quality Control Specialist | \$41.96 | | 2.85 | \$119.59 |
| Construction Manager | \$41.96 | | 2.85 | \$119.59 |
| Construction Administrator | \$39.50 | | 2.85 | \$112.58 |
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Multiplier of 2.85 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (159.00)%


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

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

2.85

CONSULTANT

 PRESIDENT
Name/Title

COUNTY


Contract Administrator

Date: 10/4/2017

Date: 10/5/17

AMENDED EXHIBIT "B-6"
Amendment 6
SALARY COSTS - HOME/CORPORATE OFFICE

Project No: RLI# 2004-1118-0-AV-01
Project Title: Residential Sound Insulation Program Services
Consultant/Sub Consultant Name: LANDRUM & BROWN, INC.

| | MAXIMUM HOURLY RATE | X | MULTIPLIER | MAXIMUM BILLING RATE |
|-----------------------|------------------------|---|------------|-------------------------|
| TITLE | (\$/HR) | | 2.90 | (\$/HR) |
| Acoustical Manager | \$77.85 | | 2.90 | \$225.78 |
| Acoustical Technician | \$41.12 | | 2.90 | \$119.25 |
| Consultant | \$29.95 | | 2.90 | \$86.85 |
| Analyst | \$20.17 | | 2.90 | \$58.51 |
| Project Administrator | \$24.46 | | 2.90 | \$70.92 |
| Corporate Support | \$36.19 | | 2.90 | \$104.95 |
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Multiplier of 2.90 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (163.63)%

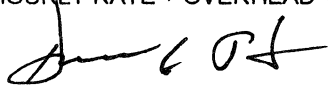
FRINGE = HOURLY RATE X FRINGE (X.XX)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

2.90

CONSULTANT



Dennis E. Peters, CFO

Name/Title

Date: 10-4-2017

COUNTY



Contract Administrator

Date: 10/5/17

AMENDED EXHIBIT "B-6"
Amendment 6
SALARY COSTS - HOME/CORPORATE OFFICE

Project No: RLI# 2004-1118-0-AV-01
Project Title: Residential Sound Insulation Program Services
Consultant/Sub Consultant Name: GARTEK ENGINEERING, INC.

| | MAXIMUM HOURLY RATE | X | MULTIPLIER | MAXIMUM BILLING RATE |
|---------------------------|---------------------|---|------------|----------------------|
| TITLE | (\$/HR) | | 2.90 | (\$/HR) |
| Principal | \$65.57 | | 2.90 | \$190.14 |
| Project Manager | \$55.78 | | 2.90 | \$161.76 |
| Structural/Civil Engineer | \$44.06 | | 2.90 | \$127.76 |
| Sr. Mechanical Engineer | \$39.09 | | 2.90 | \$113.35 |
| Mechanical Engineer | \$35.67 | | 2.90 | \$103.44 |
| Sr. Electrical Engineer | \$39.09 | | 2.90 | \$113.35 |
| Electrical Engineer | \$33.66 | | 2.90 | \$97.60 |
| Administrative Support | \$20.41 | | 2.90 | \$59.19 |
| Resident Inspector | \$34.38 | | 2.90 | \$99.71 |
| CADD Tech | \$26.87 | | 2.90 | \$77.92 |
| | | | | |

Multiplier of 2.90 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (163.63)%

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

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

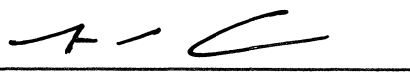
MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

2.90

CONSULTANT

COUNTY





Name/Title

Contract Administrator

Robert L. Betancourt, P.E., LEED AP, President

Date: October 4th, 2017

Date: 10/5/17

AMENDED EXHIBIT "B-6"
Amendment 6
SALARY COSTS - HOME/CORPORATE OFFICE

Project No: RLI# 2004-1118-0-AV-01
Project Title: Residential Sound Insulation Program Services
Consultant/Sub Consultant Name: AIRQUEST ENVIRONMENTAL, INC.

| | MAXIMUM HOURLY RATE | X | MULTIPLIER | MAXIMUM BILLING RATE |
|------------------------------------------------|---------------------|---|------------|----------------------|
| TITLE | (\$/HR) | | 2.59 | (\$/HR) |
| Project Director | \$43.54 | | 2.59 | \$112.77 |
| Project Manager (Environmental Professional) | \$43.54 | | 2.59 | \$112.77 |
| Project Manager (Licensed Asbestos Consultant) | \$43.54 | | 2.59 | \$112.77 |
| Field Manager | \$35.30 | | 2.59 | \$91.42 |
| Field Manager (Environmental Scientist) | \$35.30 | | 2.59 | \$91.42 |
| Field Technician | \$30.35 | | 2.59 | \$78.60 |
| Field Technician (Asbestos Inspector) | \$30.35 | | 2.59 | \$78.60 |
| Field Technician (Asbestos Project Monitor) | \$30.35 | | 2.59 | \$78.60 |
| Documentation Manager | \$20.98 | | 2.59 | \$54.33 |
| | | | | |
| | | | | |

Multiplier of 2.59 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (135)%

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

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

2.59

CONSULTANT

COUNTY

Maee President

[Signature]

Name/Title

Contract Administrator

Date: 10/5/17

Date: 10/5/17

AMENDED EXHIBIT "B-6"
Amendment 6
SALARY COSTS - HOME/CORPORATE OFFICE

Project No: RLI# 2004-1118-0-AV-01
Project Title: Residential Sound Insulation Program Services
Consultant/Sub Consultant Name: THE ASHVINS GROUP, INC.

| | MAXIMUM HOURLY RATE | X | MULTIPLIER | MAXIMUM BILLING RATE |
|---------------------------|------------------------|---|------------|-------------------------|
| TITLE | (\$/HR) | | 2.35 | (\$/HR) |
| Copywriter | \$52.45 | | 2.35 | \$123.27 |
| Public Relations Director | \$62.84 | | 2.35 | \$147.68 |
| Web Developer | \$62.84 | | 2.35 | \$147.68 |
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Multiplier of 2.35 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (113.64)%

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

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

2.35

CONSULTANT

COUNTY

Lynn Hilt / CEO
Name/Title Lynn Hilt

[Signature]
Contract Administrator

Date: 10/4/2017

Date: 10/5/17

AMENDED EXHIBIT "B-6"
Amendment 6
SALARY COSTS - HOME/CORPORATE OFFICE

Project No: RLI# 2004-1118-0-AV-01
Project Title: Residential Sound Insulation Program Services
Consultant/Sub Consultant Name: LAKDAS / YOHALEM ENGINEERING INC.

| | MAXIMUM HOURLY RATE | X | MULTIPLIER | | MAXIMUM BILLING RATE |
|------------------|------------------------|---|------------|--|-------------------------|
| TITLE | (\$/HR) | | 2.85 | | (\$/HR) |
| Project Engineer | \$42.00 | | 2.85 | | \$119.70 |
| Engineer | \$40.00 | | 2.85 | | \$114.00 |
| Inspector | \$35.00 | | 2.85 | | \$99.75 |
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Multiplier of 2.85 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (159.00)%

FRINGE = HOURLY RATE X FRINGE (30.35)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

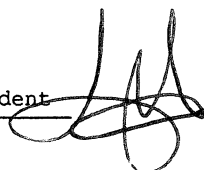
2.85

CONSULTANT

Lakdas Nanayakkara, P.E./President

Name/Title

Date: 10-05-17



COUNTY

Contract Administrator

Date:



10/5/17

EXHIBIT "C-6"
Amendment 6
SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: RLI #2004-1118-0-AV-01
Project Title: Residential Sound Insulation Program Services

| No. | Firm Name | Discipline |
|------------|---------------------------------------|--------------------------------------------------------------------------|
| 1 | The Jones Payne Group, Inc. | Sound Proofing Program Design and Construction Management Services |
| | Tier 1: Landrum & Brown | Acoustical Engineering |
| | Tier 1: The Sun Group | Program Design Services |
| | Tier 1: Keith & Associates | Inspection Services |
| | Tier 1: Gartek Engineering | Mechanical & Electrical Engineering |
| 2 | AirQuest Environmental, Inc. | Environmental / Haz-Mat Services |
| 3 | Dickey Consulting, Inc. | Document & Data Entry Services |
| 4 | The Ashvins Group | Communications and Website Design |
| 5 | Lakdas / Yohalem Engineering | Structural Engineering |

EXHIBIT "D-6"
Amendment 6
REIMBURSABLES

Project No.:
Project Title:

RLI# 2004-1118-0-AV-01
Residential Sound Insulation Program Services

Project Office Reimbursables

Non-salary expenses related to the fit out, furnishing, maintenance, repair and operation of the project office.

Travel Reimbursables

Non-salary expenses related to air travel, taxis, car rental, hotels, per diem and other travel-related costs. Mile reimbursement allowed for travel in areas outside of tri-county area.

Reproduction Reimbursables

Non-salary expenses related to copying, printing, photography, fliers, newsletters, handbooks, document publication, binding, displays and graphic materials as required for meetings.

IT/IMS/GIS Reimbursables

Non-salary expenses related to database and website hosting and maintenance.

Equipment Lease and Rental Reimbursables

Non-salary expenses for the leasing or rental of equipment including, but not limited to, cranes, vehicles, cell phones, Sound Level Meters (SLM), and audio/visual equipment.

Environmental Testing Reimbursables

Non-salary expenses for environmental testing including, but not limited to hazardous materials clearance sampling kits, bulk sampling kits, and laboratory analysis of materials.

Communications Reimbursables

Non-salary expenses for communications including, but not limited to postage, couriers, express mailing/shipping, long distance phone charges, conference calls and "GoTo Meeting" type telecommunication.

Third Party Service Reimbursables

Non-salary expenses related to independent property boundary surveys.

Miscellaneous Reimbursables

Other non-salary expenses required for the program not otherwise identified per these categories.

EXHIBIT "D-6"
Amendment 6
REIMBURSABLE FEES

| | Expenses |
|------------------------|--------------|
| The Urban Group | \$558,650.00 |
| The Jones Payne Group | \$91,200.00 |
| Dickey | \$0.00 |
| Gartek Engineering | \$15,000.00 |
| Landrum & Brown | \$21,930.00 |
| Airquest Environmental | \$40,000.00 |
| Keith & Associates | \$12,600.00 |
| Ashvins Group | \$0.00 |
| The Sun Group | \$0.00 |
| Lakdas Engineering | \$0.00 |
| <i>TOTAL</i> | \$739,380.00 |

EXHIBIT "F-6"
Amendment 6
OPTIONAL SERVICES

Project No.:
Project Title:

RLI# 2004-1118-0-AV-01
Residential Sound Insulation Program Services

| Optional Services | Jones Payne Group | Gartek Engineering | Landrum & Brown | Airquest Environmental | The Sun Group | Total Per Home |
|--------------------------|--------------------------|---------------------------|----------------------------|-------------------------------|----------------------|-----------------------|
| Design Services Per Home | \$ 4,459.00 | \$ 2,207.00 | \$ 75.00 | \$ 1,000.00 | \$ 859.00 | \$ 8,600.00 |

| | | |
|-------------------------------------------------------------------------------------|--------------|---------------------|
| Optional Services scope includes Design Services for up to 35 Units (Not to Exceed) | Total | \$301,000.00 |
|-------------------------------------------------------------------------------------|--------------|---------------------|

EXHIBIT G

Minimum Insurance Requirements for Contract between Broward County and The Urban Group LLC (TUG).

The following are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and be incorporated in the final agreement. Any deviation or change shall be approved in writing by Risk Management.

| TYPE OF INSURANCE Accord 25 Form Self Insurance is not approved | 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 <input checked="" type="checkbox"/> mobile equipment <input checked="" type="checkbox"/> Fire legal liability | Bodily Injury | | |
| | Property Damage | | |
| | Bodily Injury and Property Damage Combined | \$1 Mil | \$2 Mil |
| | 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, 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 | \$5 mil airside \$1 mil landside | |
| <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY LIABILITY | Max Ded \$25K | \$ 2 Mil | \$2 Mil |
| <input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *) | <input checked="" type="checkbox"/> STATUTORY | | |
| | | (each accident) | |
| Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County. NO DEDUCTIBLE SHALL BE GREATER THAN TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) "claims made" basis must remain in force for two (2) years after the termination of this contract | | | |
| Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show Certificate Must be Signed and All applicable Deductibles shown. INSURED is 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
 c/o Aviation Department
 2200 SW 45th Street, Suite 101
 Fort Lauderdale, FL 33312

InsuranceLimitsForm.03 Revised certificateofinsrevised2005.DOC COI

Tracy Meyer
 Aviation Department
 Risk Manager

Digitally signed by Tracy Meyer
 DN: dc=local, dc=fll-airport, ou=FLLUSERS, cn=Tracy Meyer
 Date: 2017.10.12 13:27:13 -04'00'