

THIRD AMENDMENT  
TO  
AGREEMENT BETWEEN BROWARD COUNTY AND BEA ARCHITECTS, INC.,  
FOR CONSULTANT SERVICES FOR ENGINEERING AND DESIGN SERVICES  
SOUTHPORT PHASE IX CONTAINER YARD (NSM) FOR THE  
SEAPORT ENGINEERING AND CONSTRUCTION DIVISION IN BROWARD COUNTY, FLORIDA  
(RLI # R1171027P1)

This is a Third Amendment to the Agreement between BROWARD COUNTY, a political subdivision of the state of Florida ("COUNTY"), and BEA ARCHITECTS, INC., a Florida corporation ("CONSULTANT") (collectively referred to as the "Parties").

WHEREAS, the Parties entered into an Agreement for consultant services for engineering and design services for Southport Phase IX Container Yard dated June 24, 2014; a First Amendment dated September 25, 2015; and a Second Amendment dated January 7, 2016, hereinafter collectively referred to as the "Agreement"; and

WHEREAS, pursuant to Article 6 of the Agreement, either party may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to provide for additional effort related to Phase IX-B, and new scope of services for the remaining Phase IX-A of the Project; and

WHEREAS, the Parties met and negotiated the additional effort, scope of services, and fees for the Project, all in accordance with the Broward County Procurement Code, and this Third Amendment to the Agreement incorporates the results of such negotiation, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Unless otherwise stated, words in ~~struck through~~ type are deletions from existing text and words in underlined type are additions to existing text.
3. All references to "parties" in Sections 6.1, 6.3, 10.2.1, 10.8, 10.9, 10.11, 10.13, 10.21, 10.24, 10.28, and 10.31, and Article 2 of the Agreement are hereby deleted and replaced with "Parties."
4. All references to "Exhibit A" or "Revised Exhibit A" in Sections 3.1, 4.1, 4.2, 7.3, and 10.28 of the Agreement are hereby deleted and replaced with "Revised Exhibit A and Exhibit A-1."

5. Article 1, DEFINITIONS AND IDENTIFICATIONS, Sections 1.4 and 1.11 of the Agreement are hereby amended to read as follows (original underlining omitted):

1.4 **Contract Administrator:** The Director of Seaport Engineering and Construction Division, ~~Broward County Public Works Department~~ or Assistant Director of Seaport Engineering and Construction Division, who is the representative of ~~the County~~ COUNTY concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all ~~p~~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.

1.11 **Subconsultant:** A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to ~~the County~~ COUNTY through ~~the Consultant~~ 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~~ services under this Agreement.

6. Article 3, SCOPE OF SERVICES, Section 3.4 of the Agreement is hereby deleted and replaced with the following:

3.4 CONSULTANT shall pay its Subconsultants and suppliers providing services under this Agreement within fifteen (15) days following receipt of payment from COUNTY for such subcontracted work or supplies. CONSULTANT agrees that if it withholds an amount as retainage from a Subconsultant or supplier, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from COUNTY. Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums due to all its Subconsultants and suppliers.

7. Article 4, TIME FOR PERFORMANCE; CONTRACTOR DAMAGES; LIQUIDATED DAMAGES, Section 4.6 of the Agreement is hereby amended to read as follows (original underlining omitted):

4.6 In the event CONSULTANT fails to complete the phases of services identified in Revised Exhibit "A" or Exhibit "A-1" on or before the applicable Time for Performance, CONSULTANT shall pay to COUNTY the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the phase:

Project Phase	Amount
Phase I – Schematic Design	\$ 0.00
Phase II – Design Development	\$ 0.00
Phase III – Construction Documents Development at 90% completion	\$ 500.00
Phase IV – Bidding and Award of Contract	\$ 0.00
Phase V – Administration of the Construction Contract	\$ 250.00
Phase VI – Warranty Administration and Post-Occupancy Services	\$ 0.00

These amounts are not penalties but are liquidated damages to COUNTY for CONSULTANT's inability to proceed with, and complete, the phases of the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both Parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the respective phases within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF COUNTY.

8. Article 5, COMPENSATION AND METHOD OF PAYMENT, Section 5.1, AMOUNT AND METHOD OF COMPENSATION, of the Agreement is hereby amended to read as follows (original underlining omitted):

5.1.1 Maximum Amount Not-To-Exceed Compensation

Compensation to CONSULTANT for the performance of Basic Services identified in Revised Exhibit "A" and Exhibit "A-1" as payable on a "maximum amount not-to-exceed" basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of: ~~Eight Hundred Forty-eight Thousand Seven Dollars and Thirty Cents (\$848,007.30)~~ Nine Hundred Seventy-nine Thousand Six Hundred Sixty-seven and 30/100 Dollars (\$979,667.30) for services related to Revised Exhibit "A," and One Million Four Hundred Ten Thousand Dollars (\$1,410,000) for services related to Exhibit "A-1." CONSULTANT shall perform all services designated as maximum amount not-to-exceed set forth herein for total compensation in the amount of or less than that stated above.

5.1.2 Lump Sum Compensation

NOT USED.

### 5.1.3 Optional Additional Service

~~NOT USED.~~ COUNTY has established an amount of One Hundred Eighty Thousand Dollars (\$180,000) for the performance of additional Basic Services as identified in Section 5 of Exhibit "A-1." Services provided under this task shall be payable on a "Maximum Amount Not-To-Exceed" based upon the Salary Costs as described in Section 5.2, up to the specified amount. Services performed under this task must be initiated by a separate written Notice to Proceed issued by Contract Administrator. Any unused amounts shall be retained by COUNTY.

### 5.1.4 Reimbursable Expenses

COUNTY has established a maximum amount not-to-exceed of ~~Ninety-nine Thousand Seven Hundred Twenty-three Dollars (\$99,723.00)~~ Two Hundred Ninety-one Thousand One Hundred Eighty-two and 95/100 Dollars (\$291,182.95) for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by COUNTY.

### 5.1.5 Salary Rate

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

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

### 5.1.6 Phased Payments

Payments for Basic Services shall be paid out pursuant to the ~~P~~project phasing specified in Revised Exhibit "A" and Exhibit "A-1," and in accordance with the percentage amount set forth below. The retainage amount set forth in Section 5.5 shall be applied to the percentage amount for each phase stated herein. The percentage fee per Phase may be changed by agreement between ~~the~~ Contract Administrator and CONSULTANT. In no event shall the maximum not-to-exceed

amount be increased as a result of any percentage fee per Phase change so effectuated.

Revised Exhibit A (Phase IX-B):

<b>Project Phase</b>	<b>Fee %</b>	<b>Fee Amount/Phase</b>
Phase I: Schematic Design	<del>25.02</del> <u>21.66%</u>	\$212,160.00
Phase II: Design Development	<del>23.75</del> <u>20.56%</u>	\$201,440.00
Phase III Construction Documents Development	<del>30.70</del> <u>26.57%</u>	\$260,344.90
Phase IV: Bidding and Award of Contract	<del>4.50</del> <u>3.9%</u>	\$ 38,160.00
Phase V: Administration of the Construction Contract	<del>14.54</del> <u>26.02%</u>	<del>\$123,262.40</del> <u>\$254,922.40</u>
Phase VI: Warranty Administration and Post-Occupancy Services	<del>1.49</del> <u>1.29%</u>	\$ 12,640.00
	=====	=====
<b>Total Basic Services Fee</b>	<b>100.00%</b>	<b><del>\$848,007.30</del></b> <b><u>\$979,667.30</u></b>

Exhibit A-1 (Phase IX-A):

<b>Project Phase</b>	<b>Fee %</b>	<b>Fee Amount/Phase</b>
<u>Phase I: Schematic Design</u>	<u>26.52%</u>	<u>\$373,932.00</u>
<u>Phase II: Design Development</u>	<u>25.18%</u>	<u>\$355,038.00</u>
<u>Phase III Construction Documents Development</u>	<u>27.09%</u>	<u>\$381,969.00</u>
<u>Phase IV: Bidding and Award of Contract</u>	<u>4.77%</u>	<u>\$ 67,257.00</u>
<u>Phase V: Administration of the Construction Contract</u>	<u>14.86%</u>	<u>\$209,526.00</u>
<u>Phase VI: Warranty Administration and Post-Occupancy Services</u>	<u>1.58%</u>	<u>\$ 22,278.00</u>
	=====	=====
<b>Total Basic Services Fee</b>	<b>100.00%</b>	<b><u>\$1,410,000.00</u></b>

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

9. Article 5, COMPENSATION AND METHOD OF PAYMENT, Section 5.2 of the Agreement is hereby amended to read as follows (original underlining omitted):

## 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 Revised 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. These rates and factors shall remain in effect for the term of this Agreement except as provided for in this Section 5.2 inclusive of the subsections below.

- 5.2.1 CONSULTANT shall require all of its ~~s~~Subconsultants to comply with the requirements of Section 5.2. ~~Subconsultants may be exempted from the FAR audit requirements of Section 5.2 upon application to, and written approval by, the County Auditor.~~
- 5.2.2 Salary Costs for CONSULTANT and ~~s~~Subconsultants as shown in Revised 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 Revised Exhibit "B" for ~~the~~ CONSULTANT or any ~~s~~Subconsultant, ~~the~~ CONSULTANT shall reimburse ~~the~~ COUNTY based upon the actual costs determined by the audit.
- 5.2.2.1 It is noted that at the time of contracting, CONSULTANT does not have fringe benefit and overhead factors certified by an independent Certified Public Accountant in accordance with Section 5.2. Therefore, ~~the~~ CONSULTANT's maximum billing rates as shown in Revised Exhibit "B" are considered provisional, pending submission of such certification by ~~the~~ CONSULTANT no later than June 30, 2014. To the extent the provisional rates are not supported by the certification, the maximum rates shown in Revised Exhibit "B" may be subject to change at ~~the~~ COUNTY's sole discretion. If the certification results in a modification to Revised Exhibit "B", an amended Revised Exhibit "B" shall be executed by ~~the~~ Contract Administrator and CONSULTANT.

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon the CONSULTANT's 'home office' rates. Should it become appropriate during the course of ~~the~~ this Agreement that a 'field office' rate be applied, then it is incumbent upon ~~the~~ CONSULTANT to submit a supplemental Revised 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~~" "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. ~~In no event shall CONSULTANT be paid additional compensation for exempt employees.~~ In the event the work requires ~~non-exempt~~ CONSULTANT's or Subconsultant's 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~~ If approved, Salary Costs for ~~overtime~~ additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be payable invoiced to COUNTY at no more than one and one-half of the maximum employee's hourly rate as shown on Revised Exhibit "B", adjusted by a multiplier reflective of applicable overhead and fringe costs, if any, and the agreed upon operating profit margin and in a manner consistent with CONSULTANT's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. In the event a "Safe Harbor" rate is elected for use by CONSULTANT or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

5.2.5 CONSULTANT and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

10. Article 5, COMPENSATION AND METHOD OF PAYMENT, Section 5.3 of the Agreement is hereby amended, in part, to read as follows (original underlining omitted):

### 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~~" "B-1," may be charged at actual cost with prior written

approval by the Contract Administrator, and shall be limited to the following:

...

Reimbursable ~~s~~Subconsultant expenses are limited to the items described above when the ~~s~~Subconsultant agreement provides for reimbursable expenses.

11. Article 5, COMPENSATION AND METHOD OF PAYMENT, Section 5.4, METHOD OF BILLING, subsection 5.4.1 of the Agreement is hereby amended to read as follows (original underlining omitted):

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

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such ~~Reimbursables~~. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and ~~s~~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~~ Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

12. Article 6, OPTIONAL AND ADDITIONAL SERVICES, CHANGES IN SCOPE OF SERVICES, of the Agreement is hereby retitled to read "ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES" and Section 6.4, including all subsections thereunder, is hereby deleted and replaced with the following:



6.4 [Intentionally left blank.]

13. Article 6, ADDITIONAL SERVICES, CHANGES IN SCOPE OF SERVICES, Section 6.5 of the Agreement is hereby amended to read as follows:

6.5 ~~As provided in Section 9.2, each~~ Each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value shall be reviewed by COUNTY for opportunities to include or increase CBE participation. CONSULTANT shall demonstrate good faith efforts to include CBE participation in change order work and shall report such efforts to the Office of Economic and Small Business Development.

14. Article 9, EEO AND CBE COMPLIANCE, of the Agreement is hereby deleted and replaced with the following:

ARTICLE 9  
EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CONSULTANT shall comply with all applicable requirements of COUNTY's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

CONSULTANT shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by CONSULTANT to carry out any of the requirements of this section 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, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

9.2 CONSULTANT acknowledges that the Board, acting through the OESBD, may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CONSULTANT and shall include a deadline for CONSULTANT to notify COUNTY if CONSULTANT concludes that the modification exceeds the authority under this

section. Failure of CONSULTANT to timely notify COUNTY of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by CONSULTANT.

COUNTY may add or increase the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Agreement price by ten percent (10%) or more. CONSULTANT shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the OESBD.

- 9.3 CONSULTANT will meet the following CBE participation goal by utilizing the CBE firms for the following percentage of services under this Agreement:

<u>CBE participation goal</u>	<u>24%</u>
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CONSULTANT stipulates that each CBE firm utilized to meet the CBE participation goal must be certified by the OESBD. CONSULTANT shall inform COUNTY immediately when a CBE firm is not able to perform or if CONSULTANT believes the CBE firm should be replaced for any other reason, so that the OESBD may review and verify the good faith efforts of CONSULTANT to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including cause, CONSULTANT shall provide written notice to the OESBD and shall substitute another CBE firm in order to maintain the level of CBE participation required herein, unless otherwise provided herein or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from COUNTY modifying the scope of services and there is no available CBE to perform the new scope of services, in which event CONSULTANT shall notify COUNTY and the OESBD may adjust the CBE participation goal by written notice to CONSULTANT. CONSULTANT may not terminate for convenience a CBE firm without COUNTY's prior written consent, which consent shall not be unreasonably withheld.

- 9.4 In performing the services for this Project, the Parties hereby incorporate the list of CONSULTANT's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent into this Agreement (Exhibit C). Promptly upon execution of this Agreement by COUNTY, CONSULTANT shall enter into a formal contract with the CBE firms listed in Exhibit C and, upon request, shall provide copies of the contracts to Contract Administrator and the OESBD.

- 9.5 CONSULTANT shall provide written monthly reports to Contract Administrator attesting to CONSULTANT's compliance with the CBE participation goals stated in this article. In addition, CONSULTANT shall allow COUNTY to engage in on-site reviews to monitor CONSULTANT's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by Contract Administrator in conjunction with the OESBD, unless otherwise determined by County Administrator. COUNTY shall have access, without limitation, to CONSULTANT's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice.
- 9.6 In the event of CONSULTANT's noncompliance with its CBE participation goal (including without limitation the unexcused reduction of a CBE firm's participation), the affected CBE firm shall have the right to exercise any remedies as may be available as between the CBE firm and CONSULTANT.
- 9.7 The presence of a "pay when paid" provision in a CONSULTANT's contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment.
- 9.8 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. 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.

15. Article 10, MISCELLANEOUS, Sections 10.3, 10.12, 10.19, and 10.23 of the Agreement are hereby deleted and replaced with the following:

10.3 AUDIT RIGHTS AND RETENTION OF RECORDS

CONSULTANT shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to COUNTY inspection and subject to audit and reproduction during normal business hours. COUNTY audits and inspections pursuant to this section may be performed by any COUNTY representative (including any outside representative engaged by COUNTY). COUNTY may conduct audits or inspections at any time during the term of this Agreement and for a period of three years after the expiration or termination of this Agreement (or longer if required by law). COUNTY may, without limitation, verify information, payroll distribution, and amounts through interviews, written

affirmations, and on-site inspections with CONSULTANT's employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by CONSULTANT or Subconsultants.

COUNTY shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. COUNTY reserves the right to conduct such audit or review at CONSULTANT's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice. CONSULTANT agrees to provide adequate and appropriate work space. CONSULTANT shall provide COUNTY with reasonable access to CONSULTANT's facilities, and COUNTY shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

CONSULTANT shall, by written contract, require its Subconsultants to agree to the requirements and obligations of this section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment reliant upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to COUNTY of any nature by CONSULTANT or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by COUNTY, the reasonable actual cost of COUNTY's audit shall be reimbursed to COUNTY by CONSULTANT in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of COUNTY's findings to CONSULTANT.

#### 10.12 TRUTH-IN-NEGOTIATION CERTIFICATE

CONSULTANT's compensation under this Agreement is based upon representations supplied to COUNTY by CONSULTANT, and CONSULTANT certifies

that the wage rates, factual unit costs, and other information supplied to substantiate CONSULTANT's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. COUNTY shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

#### 10.19 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of CONSULTANT's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CONSULTANT is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of their expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONSULTANT or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event CONSULTANT is permitted pursuant to this Agreement to utilize Subconsultants to perform any services required by this Agreement, CONSULTANT shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as CONSULTANT.

#### 10.23 SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

16. Article 10, MISCELLANEOUS, Sections 10.5, 10.7, 10.18, 10.26, and 10.29 of the Agreement are hereby amended to read as follows (original underlining omitted):

#### 10.5 SUBCONSULTANTS

10.5.1 CONSULTANT shall utilize the §Subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of §Subconsultants submitted by CONSULTANT. Where CONSULTANT's failure to use §Subconsultant results in CONSULTANT's noncompliance

with CBE participation goals, such failure shall entitle the affected CBE firm to damages available ~~under this Agreement and~~ under local and state law. The list of ~~s~~Subconsultants is provided on Exhibit C-1, Schedule of Subconsultants, as attached hereto and made a part hereof.

10.5.2 CONSULTANT shall bind in writing each and every approved ~~s~~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 ~~s~~Subconsultants.

#### 10.7 INDEMNIFICATION OF COUNTY

CONSULTANT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, ~~and~~ or 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.

#### 10.18 THIRD PARTY BENEFICIARIES

~~Except as provided under Section 9.7, neither~~ ~~Neither~~ CONSULTANT nor COUNTY intends 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 ~~p~~Parties agree acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### 10.26 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All ~~p~~Parties agree acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other

jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. ~~IF EITHER PARTY MAKES A MOTION OR REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT, THE PARTY AND THAT PARTY'S ATTORNEY MAKING THE MOTION OR REQUEST SHALL PAY THE OTHER PARTY IN EQUAL AMOUNTS A REASONABLE ATTORNEY'S FEE AND COURT COSTS FOR THE OTHER PARTY CONTESTING THE MOTION OR REQUEST FOR JURY TRIAL.~~ 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.**

#### 10.29 PAYABLE INTEREST

10.29.1 Payment of Interest. ~~Except as required by the Broward County Prompt Payment Ordinance,~~ COUNTY shall not be liable ~~for~~ to pay any interest to CONSULTANT 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~~ arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim of interest, including for postjudgment interest, if such application would be contrary to applicable law.

10.29.2 Rate of Interest. ~~In any instance where the prohibition or limitations of Section 10.29.1 are~~ if the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be ~~.025 percent,~~ to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

17. Article 10, MISCELLANEOUS, of the Agreement is hereby amended by adding the following new sections:

#### 10.33 PUBLIC RECORDS

To the extent CONSULTANT is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, CONSULTANT shall:

- a. Keep and maintain public records required by COUNTY to perform the services under this Agreement;
- b. Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to COUNTY; and
- d. Upon expiration or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the services. If CONSULTANT transfers the records to COUNTY, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt. If CONSULTANT keeps and maintains the public records, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

The failure of CONSULTANT to comply with the provisions of this section shall constitute a material breach of this Agreement entitling COUNTY to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to any such public records requests. CONSULTANT will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that CONSULTANT contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, CONSULTANT must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a



request to COUNTY for records designated by CONSULTANT as Trade Secret Materials, COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CONSULTANT. CONSULTANT shall indemnify and defend COUNTY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 523-3404, JORHERNANDEZ@BROWARD.ORG, 1850 ELLER DRIVE, SUITE 603, FORT LAUDERDALE, FLORIDA 33316.**

**10.34 ADDITIONAL SECURITY REQUIREMENTS**

Consultant certifies and represents that it will comply with the Port Everglades Security Requirements attached hereto and incorporated herein as Exhibit "E."

18. Revised Exhibit "A," Scope of Work, of the Agreement is hereby supplemented by Exhibit "A-1," attached hereto and incorporated into and made part of the Agreement.
19. Exhibit "B-1" is attached hereto and incorporated into and made part of the Agreement.
20. Exhibit "D," Insurance Requirements, is attached hereto and incorporated into and made part of the Agreement.
21. Exhibit "E," Port Everglades Security Requirements, is attached hereto and incorporated into and made part of the Agreement.
22. Preparation of this Third Amendment to the Agreement has been a joint effort of COUNTY and CONSULTANT, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
23. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect and are to be performed at the level specified in the Agreement.
24. This Third Amendment to the Agreement shall be effective upon execution by the Parties, and may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties have made and executed this Third Amendment to the Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 20\_\_, and BEA ARCHITECTS, INC., signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-Officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

Insurance requirements \_\_\_\_\_  
approved by Broward County  
Risk Management Division \_\_\_\_\_

By Carlos de la Guerra 12-5-17  
Signature (Date)  
CARLOS DE LA GUERRA  
RISK MANAGEMENT & CON  
BUSINESS ADMINISTRATION DIVISION  
PORT EVERGLADES

By Al A DiCalvo 12/5/17  
Signature (Date)  
Al A DiCalvo  
Assistant County Attorney

Russell J. Morrison 12/15/17  
Signature (Date)  
Russell J. Morrison  
Senior Assistant County Attorney

Print Name and Title above

AAD:cr  
BEA Architects 3rdAmd\_v3Final-2017-1201  
11/09/17, 12/1/17  
#14-3004.01

THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND BEA ARCHITECTS, INC.,  
FOR CONSULTANT SERVICES FOR ENGINEERING AND DESIGN SERVICES SOUTHPORT PHASE IX  
CONTAINER YARD (NSM) FOR THE SEAPORT ENGINEERING AND CONSTRUCTION DIVISION IN  
BROWARD COUNTY, FLORIDA (RLI # R1171027P1)

CONSULTANT

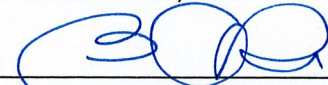
ATTEST:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
(Corporate Seal)

BEA ARCHITECTS, INC.

By \_\_\_\_\_  
President or Vice-President

Bruno E. Ramos  
(Print/Type Name and Title)

5<sup>th</sup> day of December, 2017

OR

WITNESSES:

\_\_\_\_\_  
Signature

Janet Bencomo  
Print/Type Name

\_\_\_\_\_  
Signature

Yenicerit Valdes  
Print/Type Name

## EXHIBIT A-1 SCOPE OF WORK

### 1. PROJECT BACKGROUND

The Port Everglades Southport Turning Notch Expansion Project will increase vessel berthing capabilities of the Southport Turning Notch to accommodate larger cargo ships anticipated in the near future growth of the South Florida market. As a result of this growth, the COUNTY needs to expand its upland cargo handling terminal facilities.

### 2. PROJECT DESCRIPTION

The Broward County Seaport Engineering and Construction Division requires the need for Professional Engineering Services for the purpose of design, permitting and construction contract administration associated with the development of new cargo handling container yards. These container yards are integral to the expansion of Port Everglades' Southport Turning Notch, which is currently under development. The Project consists of two components. Component I is the design, permitting, and construction administration of new container yards to be constructed both east and west of McIntosh Road. Component II of this Project will include environmental assessments and demolition of the Foreign Trade Zone warehouse buildings and conversion of the site into a cargo handling container yard facility. Component II will be performed under this Scope of Work.

- 2.1 Southport Phase IX-A:** Component II scope of work will be to provide services for the redevelopment of the existing Foreign Trade Zone (FTZ) into a cargo container yard. The site is located east of McIntosh Road, south of Eller Drive and west of SE 18<sup>th</sup> Avenue. Refer to Attachment 2.

Prior to issuing Notice-to-Proceed (NTP) to the CONSULTANT, the COUNTY will specify which buildings are to be demolished in accordance with 5, OPTIONAL ADDITIONAL SERVICES.

### 3. SCOPE OF BASIC SERVICES

The scope of basic services includes but not limited to : existing facility and site documentation and assessments; project budgeting; environmental evaluations, assessment and remediation plans; project cost estimating; project schedule development and analysis; complete engineering and design of the proposed project scope project permitting as required with local, state, and federal agencies; construction contract document development; construction specification development; contract and bidding document development; code analysis; bid/award support and concurrence; negotiation support; construction contract administration services; construction phase field support services; inspections, construction observation and project progress documentation; project-related claims analysis and support; geotechnical and material testing services; surveying and mapping services; computer-aided and manually

generated graphics support; preparation of narratives and other textual project support; photographic and video-graphic project support; geographic information systems (GIS) project support; other data and information system project support.

### **3.1 Topographic Survey**

The CONSULTANT shall complete a topographic survey of the Phase IX-A parcel (29+/- acres) sufficient to meet all permitting, planning, design and construction requirements of the project and shall conform to the Minimum Technical Requirements as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes

The topographic survey shall show all man-made, above-ground features and shall note ground surface elevations on a grid of approximately 100 feet, plus any intermediate grade changes. Survey shall show drainage features and structures, potable and fire water lines, electrical, lighting, sanitary sewer and all other utilities and shall map the horizontally designated underground utilities utilizing Subsurface Utility Engineering (SUE) techniques.

The horizontal datum shall be referenced to the State Plane Coordinates System. The vertical datum shall be referenced to NAVD 1988 (North American Vertical Datum of 1988).

### **3.2 Geotechnical Services**

The CONSULTANT shall be responsible for all geotechnical explorations and laboratory testing services required of the Phase IX-A project. These services shall be performed by a certified testing laboratory as part of the CONSULTANT team. The quantity and location of geotechnical exploration test sites (borings) including any approvals and permits as well as, utility locates and clearances shall be coordinated by the CONSULTANT. The geotechnical explorations shall include a test boring at the location of each high mast light foundation. Site access will be provided by the COUNTY.

The CONSULTANT's testing laboratory will have a qualified representative on site to log the borings and visually classify the materials. The scope assumes the site is free of contamination or other environmental issues that could potentially impact the geotechnical testing. The geotechnical analyses and report shall address:

- a. General subsurface site conditions and factors affecting development;
- b. Potential settlement issues and recommendation for subsurface improvement;
- c. Allowable bearing pressures and soil properties for use in designing foundations;
- d. Design parameters for use in designing flexible (asphaltic) pavement sections;
- e. Seasonal high groundwater levels and infiltration rates for use in drainage exfiltration trench and well design, along with suitability of pond excavation for borrow; and
- f. General requirements for any removal of unsuitable materials.

### **3.3 Environmental Engineering**

The CONSULTANT shall provide environmental engineering services to identify and document potential areas of adverse environmental impact to the soils and groundwater at the Phase IX- A project site caused by hazardous substances.

The scope of work includes a Phase 1 - Environmental Site Assessment consistent with the ASTM E 1527-2013 Standard Practice for Environmental Site Assessments: Phase I - Environmental Site Assessment Process. Environmental sampling such as oil, surface water, groundwater, air, as well as, wetlands and protected flora/fauna evaluations are not part of this scope of work.

The scope of work also includes an asbestos and lead-based paint survey of the buildings to be demolished. Asbestos sampling, testing and reporting shall be consistent with ASTM E22356-14 Standard Practice for Comprehensive Building Asbestos Surveys and applicable federal and local laws, including State of Florida Statutes, regarding lead based paint sampling, testing, and reporting.

### **3.4 Building and Site Demolition**

The CONSULTANT shall provide the design, permitting and construction administration services associated with the demolition of buildings and site infrastructure (water, sewer, paving, drainage, trees, etc.) associated with the Phase IX-A project site. Underground piles may remain if not interfering with the development of the new Phase IX-A container yard.

If required, the CONSULTANT shall perform a tree survey to identify the species, size and condition of trees designated to be either removed, relocated or disposed of, as part of the site demolition work. If a tree survey is required, it shall be undertaken by a licensed arborist in accordance with applicable regulatory agency requirements.

### **3.5 Site Civil Engineering**

The CONSULTANT shall provide complete site civil engineering services as required for the design, permitting and construction contract administration associated with the development of the Phase IX-A project site as a cargo container yard. These elements shall include, but not limited to:

- a. Site Civil Demolition
- b. Site Civil Improvements
- c. Sanitary Sewer Pump Stations and Force Mains
- d. Stormwater Management and Design
- e. Fire Hydrant System Design
- f. Signage and Pavement Marking

### 3.6 Maintenance of Traffic

The CONSULTANT shall provide a maintenance of traffic plan (MOT) to direct vehicular traffic around the Phase IX-A project construction zone, and to minimize the disruption of Tenant operations. The MOT plan shall conform to the latest edition of the FDOT design standard 600 Series, and the Manual of Uniform Traffic Control Devices (MUTCD). The MOT plans shall cover all phases of construction.

### 3.7 Pavement Design

The CONSULTANT shall address the requirements for pavement design and performance. The COUNTY will provide available information on design vehicles, loadings, and repetitions for use in the pavement design. The COUNTY will make available information on past Southport container yard projects. Pavement design assumptions for types and frequencies of vehicles and equipment that will be present over the service life of the pavement will be similar to the Phase IX-B project.

The CONSULTANT shall utilize to the greatest extent practical information garnered in pavement design report prepared for Southport Phase IX-B project entitled: Pavement Analysis and Design Report for Phase IX-B Southport Expansion Project prepared by URS, dated April 24, 2015.

The CONSULTANT shall produce the following Pavement Design deliverables:

- a. **Pavement Design Memo:** This memo will summarize three (3) flexible (asphaltic) pavement section thickness options and identify relevant issues including advantages and disadvantages for COUNTY's review and consideration. Preliminary pavement design calculations shall be submitted.
- b. **Pavement Design Report:** This report shall address COUNTY's comments related the Pavement Design Memo and resolution of any outstanding issues. The Pavement Design Report will include the pavement options studied and a recommended pavement section with justification. Final pavement design calculations shall be submitted.
- c. **Pavement Specifications:** Construction specifications for the approved pavement section to be developed shall include: stabilized subgrade, geogrid or geotextiles, aggregate base course, prime and tack coats, asphalt concrete pavement, and applicable Measurement and Payment section.

### **3.8 Road Design**

The CONSULTANT shall design modifications required at McIntosh Road (to SE 18<sup>th</sup> Avenue and SE 38<sup>th</sup> Street) to provide vehicular access to the cargo container yard areas. Proposed road designs shall match existing road grade and width, as to continue a proper north-south connector from the security checkpoint south to the proposed container terminals parcels. Curbs and gutters will be added to match the existing roadway section, as applicable.

For the Phase IX-A project, the CONSULTANT shall include roadway design for SE 18<sup>th</sup> Avenue, modification to existing drainage systems including the modification to existing linear dry-pond running parallel to SE 18<sup>th</sup> Avenue. Drainage modeling shall include those areas to the east and north of the project site currently draining into the dry-pond. There is an existing water main at SE 18<sup>th</sup> Avenue which is reportedly in poor condition and shall be upgraded as part of the Phase IX-A project scope of services.

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

### **3.9 Signing and Pavement Markings**

The CONSULTANT shall provide design and construction documents for new road pavement markings and traffic related signage. All signing and pavement markings shall conform to the current edition of the Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices for Street and Highways (MUTCD), the Florida Department of Transportation (FDOT) and Broward County design standards. Entrance and commercial signage are not part of this scope of work.

### **3.10 Electrical Engineering**

The CONSULTANT shall provide electrical engineering services associated with the design and construction of the Phase IX-A project. Electrical systems and requirements to include, but not limited to the following:

- a. Demolition of buildings and other requirements to keep the utilities serving the buildings that are to remain in service. This work includes CONSULTANT close coordination with Florida Power & Light (FPL).
- b. New container yard work with electrical service points, to be coordinated with FPL, along with the required distribution clusters for high mast lighting and associated electrical systems.
- c. High mast container yard site lighting system.



- d. Electrical system for one hundred (100) refrigeration outlets with capacity for an additional fifty (50) outlets; for a total of one hundred fifty (150) refrigeration outlets.

### **3.10.1 Site Lighting**

The lighting scope shall include the coordination with utility agencies and the COUNTY as well as, design to applicable lighting design standards including site plan preparation, power connections, details of duct banks and panel schedules, preparation of load calculations, voltage drop, selection of light fixtures, preparation of technical specifications and details, and preparation of controls schematics and details. A photometric study shall be performed in coordination with site and utilities plans. All lighting design shall be in conformance with Port Security and other governing requirements. FAA permitting of lights poles shall be included in the scope of the work by CONSULTANT.

### **3.10.2 Refrigeration Outlets**

The refrigeration outlets scope shall include the coordination with utility agencies and the COUNTY as well as, design to applicable standards, site plan preparation, provision of power connections, details of duct banks and panel schedules, preparation of load calculations, voltage drop, selection of outlet fixtures, preparation of technical specifications and details, and preparation of controls schematics and details for one hundred (100) refrigeration outlets with capacity for an additional fifty (50) outlets; for a total of one hundred fifty (150) refrigeration outlets. Outlet locations shall be coordinated with site and utilities plans, and the COUNTY.

### **3.11 Tenant Fit-Out and Design**

The CONSULTANT shall assist the COUNTY with coordinating activities associated with its Tenant fit-out. CONSULTANT shall attend meetings with COUNTY and its Tenants to determine their operational needs to include but are not limited to: driveway location, site lighting, utility connections, site/office trailer location including ADA requirements, gate location, fencing and security, striping and signage. Items to be coordinated with the Tenants include:

- a. Refrigerator Outlets: design electrical system for reefer plugs to be located at consolidated area within the project site; coordinate location/distribution with Tenant.
- b. Gate House Complex:
  - 1) Pavement striping for truck driving lanes
  - 2) Vehicular flow design including an auto-turn analysis
  - 3) Perimeter fencing and entry gates
  - 4) Office trailers (location only); modular office trailers with ADA access, restrooms, kitchenette facilities.

- 5) Pavement stripping for container layouts
- 6) Empty conduit as required for future gatehouse connectivity
- 7) Water and sewer connections for office trailers (stub outs only)
- 8) Electrical power for Gatehouse Complex; (stub outs only); Terminus or connection points to panels
- 9) Truck scales (location only); empty electrical conduits for future power to scales.

### **3.12 Permitting**

The CONSULTANT shall prepare and process all necessary permit applications to obtain necessary approvals, in a timely fashion, from local and jurisdictional permitting agencies for the demolition and construction aspects of the project.

The CONSULTANT shall develop a permit strategy plan and flow chart with timelines for COUNTY approval at the Phase I - Schematic Design. All applications for permits shall be submitted to the regulatory agencies along with the COUNTY approved Phase III - Construction Documents (100% Plans & Specs.).

The CONSULTANT shall notify the COUNTY of all scheduled meetings with the regulatory agencies and shall copy the COUNTY on all permit related correspondences and meetings. The CONSULTANT shall also attend meetings as requested by the COUNTY.

The CONSULTANT shall respond to comments and requests for additional information by the regulatory agencies, in a timely fashion. The COUNTY shall be responsible for the application processing fees, permit fees and mitigation fees required by the regulatory agencies.

## **4. PROJECT EXECUTION PHASES**

Each component of the Scope of Work, as described above, shall be executed in phases as detailed below:

### **I. Schematic Design**

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

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

## **II. Design Development**

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

- D. The Design Development Drawings/Documentation shall consist of, but not be limited to, the following:
1. Expansion of the civil, structural, mechanical and electrical Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through appropriate:
    - a) Plans, sections and elevations, supporting calculations;
    - b) Typical construction details;
    - c) Basic materials and finishes;
    - d) Basic civil, structural and electrical system and dimensions;
    - e) Outline Specifications;
    - f) Basic selection of mechanical and electrical equipment and their capabilities, if applicable;
    - g) Development scheduling services consisting of reviewing and updating previously established construction phasing plan and schedules;
    - h) Written Statement of Probable Construction Cost consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost; and
    - i) CONSULTANT shall revise the documents as required to reflect comments from the Contract Administrator.
- E. CONSULTANT shall design the Project to comply with all then existing and applicable codes, laws, rules, regulations and requirements of all governmental authorities having jurisdiction over the Project, and shall take into account all known pending charges to the foregoing.

### **III. Construction Documents Development**

- A. CONSULTANT shall prepare from the approved Design Development documents, and submit to the Contract Administrator for approval (and shall modify and resubmit to the Contract Administrator until approved by the Contractor Administrator if not initially satisfactory) the Permit documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including civil, architectural, structural, mechanical, and electrical systems, materials and such other essentials as may be appropriate. CONSULTANT shall consider the availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements.
- B. CONSULTANT shall progress the preparation of design drawings and specifications on the preferred design concept toward completion. At the 90% design milestone, CONSULTANT shall provide the Contract

Administrator with progress review drawings, specifications and CONSULTANT's Estimate of Probable Construction Cost.

- C. CONSULTANT shall meet with regulatory agencies as necessary; complete any specialized studies; prepare any necessary calculations and reports; and, prepare and submit permit/license applications to agencies and City of Hollywood for review, and any permit revisions for the Project until such time as the agencies have approved the applications.
- D. The Permit Drawings/Documentation shall be sufficient to obtain all necessary permits associated with the work and consist of, but not be limited to, the following:
  - 1. Expansion of the civil, architectural, structural, mechanical and electrical Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through appropriate:
    - a) Plans, sections and elevations;
    - b) Typical construction details;
    - c) Basic materials and finishes;
    - d) Basic civil, structural and electrical system and dimensions;
    - e) Outline Specifications;
    - f) Final selection of mechanical and electrical equipment and their capabilities;
    - g) Development scheduling services consisting of reviewing and updating previously established construction phasing plan and schedules;
    - h) Written Statement of Probable Construction Cost consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost; and
    - i) CONSULTANT shall revise the documents as required to reflect comments from the Contract Administrator.
- E. CONSULTANT shall design the Project to comply with all then existing and applicable codes, laws, rules, regulations and requirements of all governmental authorities having jurisdiction over the Project, and shall take into account all known pending charges to the foregoing.

#### **IV. Bidding and Award of Contract**

- A. CONSULTANT shall prepare from the approved Permit Drawing Documents and submit to the Contract Administrator for approval (and shall modify and re-submit to Contract Administrator until approved by Contract Administrator if not initially satisfactory), the working drawings and specifications setting forth in detail and prescribing the work to be done,

the materials, technique, finishes and equipment required for the civil, structural, mechanical and electrical work and the necessary bidding information (collectively referred to as the "contract documents"). The Contract Administrator shall be kept informed, in advance and in writing, of any possible adjustments of the probable construction costs or completion schedules indicated by changes in scope, requirements and/or foreseeable market conditions. CONSULTANT shall, in the preparation of drawings and specifications, take into account all then prevailing codes and regulations governing construction in Broward County. Work tasks to accomplish this include, but are not limited to, the following:

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

11"x17", (4) sets of 24"x36" plans, (2) being signed and sealed, and Bid Sets as necessary and (1) copy of specifications for bidding and furnish the specifications in CD format.

4. CONSULTANT shall answer any technical questions by bidders and attend the Pre-bid Conference to give an overview of the Project and answer any questions pertaining to the drawings and specifications. CONSULTANT shall also assist in the review and evaluation of bids and recommendation for award or rejection of bids.
- E. In the event the lowest responsive and responsible bid exceeds CONSULTANT's final estimate of probable cost, then CONSULTANT, at no additional cost to the COUNTY, agrees to redesign the Project, as may be needed, to lower the Project cost to be within CONSULTANT's estimate.

#### **V. Administration of the Construction Contract**

- A. Construction Phase will commence with the award of the Construction Contract(s) and will not terminate until a Certificate of Completion of the completed Project is issued by the applicable jurisdiction, or when final payment is due the Contractor, or in their absence, sixty (60) days from the date of substantial completion. CONSULTANT shall administer said Construction Phase according to the terms of this Agreement and in accordance with the duties and responsibilities set forth in the contract documents for the duration of the Construction Phase. Refer to Attachment 1 Project Schedule for the duration of construction.
- B. CONSULTANT shall perform shop drawing review; provide clarifications on the design and specifications, prepare drawing and specification revisions (as needed); review and make recommendations on contractor claims and change order requests; provide quality control inspections and testing; review and approve contractor progress payment applications; review completed construction for final acceptance of work; review all final submittals for accuracy and completeness; issue substantial completion certificate, including punchlist; and, closeout all regulatory permits.
- C. CONSULTANT shall consult with and advise COUNTY and act as its representative as provided in the contract documents. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as defined in said contract documents shall not be modified without COUNTY's written consent after Project is let out to bid; all of COUNTY's instructions to Contractor(s) will be issued through CONSULTANT who will have authority to act on behalf of COUNTY to the extent provided in said contract documents except as otherwise provided in writing.

- D. CONSULTANT shall have a full-time representative (Resident Project Representative) having a level of expertise appropriate for the construction work being performed at the project site, to follow the progress of construction and quality of the work on a daily basis and, to determine if the work is proceeding in accordance with the contract documents. In addition, the CONSULTANT shall be responsible for the direction, coordination and oversight of all on-site construction quality assurance sampling, testing and reporting.

On the basis of its on-site observations, CONSULTANT shall exercise the utmost care and diligence with sufficient detail to guard COUNTY against defects and deficiencies in the work by the Contractor and to determine if the work is proceeding in accordance with all of the requirements of the contract documents. CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; however, CONSULTANT shall have the duty to give prompt notification in writing to COUNTY of any failure of the Contractor, of which CONSULTANT may be aware as a result of its specifications, but shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the contract documents.

- E. Review and approve Shop Drawings and samples within the time specifications set forth in the contract documents, the results of tests and inspections and other data, which any Contractor is required to submit, but only for conformance with the design concept of the contract documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, which are to be assembled by Contractor(s) in accordance with the contract documents; Contractor requests for substitutions; review and respond to Contractor's requests for information or clarification, all of which shall be performed in a prompt and timely manner so as not to delay the performance of the Contractor.
- F. Issue all instructions of the Contract Administrator to Contractor(s); prepare change orders as required; as COUNTY's representative, require special inspection or testing of the work; CONSULTANT shall act as COUNTY's owner's representative relating to the execution and progress of the work and related questions thereto.
- G. Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on its review of Contractor(s)' applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing to the



Contract Administrator payments to Contractor(s) in such amounts; such approvals of payment will constitute a representation to COUNTY, based on such observations and review, that the work has progressed to the point indicated and that, the quality of work is in accordance with the contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in its approval).

- H. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)'s or subcontractors' agents or employees (except its own employees and agents) at the Project site.
- I. CONSULTANT shall prepare Change Orders in compliance with COUNTY procedures.
- J. CONSULTANT shall conduct inspections to determine if the Project is substantially complete and the date of substantial completion and a final inspection to determine if the Project has been completed in accordance with the contract documents and the date of final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate of Payment.
- K. CONSULTANT shall respond to permit agencies on all design related matters and inspections reports necessary to satisfy agency requests.
- L. CONSULTANT shall obtain from the Contractor one (1) set of reproducible as-built drawings prepared, signed and sealed by a licensed surveyor, reflecting conditions based upon actual construction. These drawings shall be reviewed by CONSULTANT for general completeness of information and utilized for the preparation of record drawings, signed and sealed by the CONSULTANT. These record drawings shall be submitted to and be the property of COUNTY, in AutoCad.

## **VI. Warranty Administration and Post-Occupancy Services**

- A. CONSULTANT shall assist COUNTY with administration of guarantee/warranty for correction of defective work that may be discovered during said guarantee/warranty period. CONSULTANT shall consult with and make recommendations to COUNTY during warranties regarding construction, equipment warranties.
- B. CONSULTANT shall perform an inspection of the constructed work, material systems and equipment no earlier than nine months and no later than ten

months after completion of the construction contract and make a written report to the COUNTY to identify any defective work under the terms of the guarantee/warranty required by the construction contract.

- C. CONSULTANT shall advise and assist the COUNTY in construction matters for a period of up to eighteen months after completion of the project.

## 5. OPTIONAL ADDITIONAL SERVICES

The Phase IX-A project site consists of five buildings, including a guard shack as denoted below:

- a. Building "A" is a 220,000 sf warehouse occupied by FTZ Tenants
- b. Building "B" is a 30,500 sf warehouse occupied by Law Enforcement
- c. Building "C" is a 1,200 sf guard shack
- d. Building "E" is a 46,000 sf warehouse occupied by Law Enforcement
- e. Building "F" is a 94,000 sf warehouse occupied by FTZ Tenants

Prior to issuing Notice-to-Proceed (NTP) to the CONSULTANT, the Contract Administrator will specify which buildings are to be demolished in accordance with the following scope:

- a. The Base Project shall consist of the demolition of Buildings "A" and "F"
- b. Option 1 shall consist of the Base Project plus the demolition of Building "E"
- c. Option 2 shall consist of the Base Project plus the demolition of Buildings "B", "C" & "E"

For buildings to be demolished, pile foundations may remain, if not interfering with the Phase IX-A project development. Prior to the demolition of these buildings, it will be necessary to perform environmental sampling and testing including lead-based paint and asbestos surveys as required by regulatory agencies.

For those buildings to-remain and that are occupied by Law Enforcement Agencies; maintaining operations and security is paramount. Existing vehicular access and circulation serving these buildings shall remain and are to be separated and protected from demolition and construction activities. Existing utility infrastructure which currently serve these buildings shall to be maintained at all times.

# EXHIBIT A-1 SCOPE OF WORK

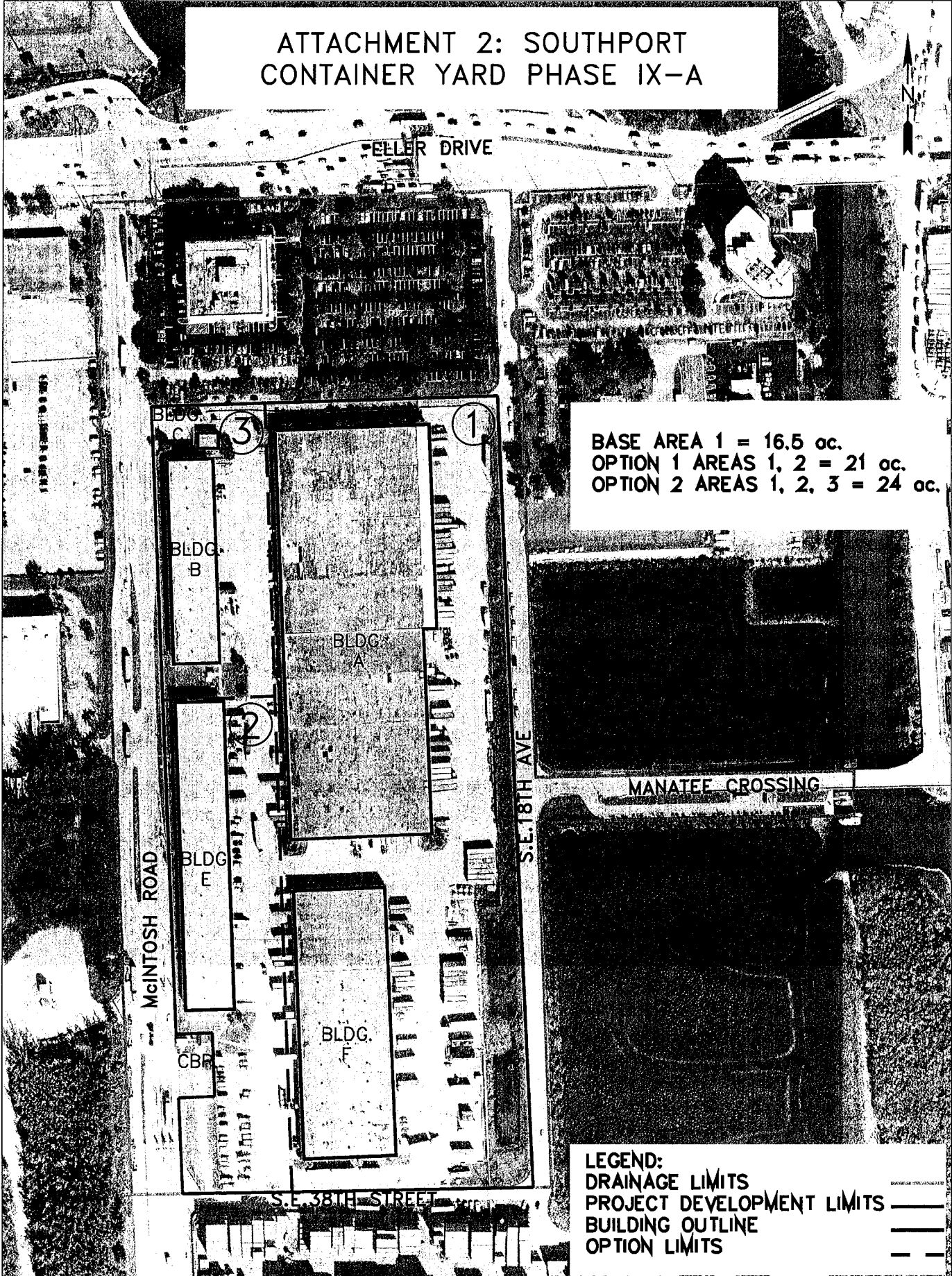
## Attachment 1

### PROJECT SCHEDULE

The required Project Schedule milestones for the Southport Phase IX-A project is presented below.

<b><u>PHASE</u></b>	<b><u>TIME FOR PERFORMANCE</u></b>
Phase I: Schematic Design	90 calendar days from NTP
Phase II: Design Development	210 calendar days from NTP
Phase III: Construction Documents Development	360 calendar days from NTP or when permits approvals are received
Phase IV: Bidding and <u>Award of Contract</u>	TBD calendar days from NTP
Phase V: Administration of the Construction Contract	365 calendar days from construction NTP
Phase VI: Warranty Administration and Post-Occupancy Services	545 calendar days from final completion

# ATTACHMENT 2: SOUTHPORT CONTAINER YARD PHASE IX-A



**EXHIBIT B-1 Reimbursable Expenses**

Task #	Description	Unit Cost	Unit Modifier
	Yard Area - 36 SPT Borings to a Depth of 35 Feet (1260 Feet) Site Structures	\$12.00	Per Foot
	High Mast Lighting (10) - 3 SPT Borings to a Depth of 75' (225 Feet)	\$15.00	Per Foot
	Entrance Facility (2) 9 SPT Borings to a Depth of 45' (405 Feet)	\$12.00	Per Foot
	Stormwater Area - 6 Auger Borings to a Depth of 25' (150 Feet)	\$10.00	Per Foot
	Roadway - 20 Augers to a Depth of 5' ( 100 Feet)	\$10.00	Per Foot
	Roadway- 5 Augers to a Depth of 15' (75 Feet)	\$10.00	Per Foot
	Misc. Features - 10 Auger Borings to a Depth of 15' (150 Feet)	\$10.00	Per Foot
	Exfiltration/Hydraulic Conductivity/Permeability Tests	\$300.00	Per Test
	Collection of 6 Bulk Samples for LBR/CBR Testing	\$75.00	Per Hour
	Limerock/California Bearing Ratio Tests (LBR/CBR)	\$250.00	Each
	Plastic Limit and Plasticity Index of Soils Test (Atterberg Limit)	\$100.00	Each
	Soil Organic Content Testing (Includes Moisture Content Test)	\$50.00	Each
	Moisture Content Test	\$25.00	Each
	Full Sieve Grain Size Soil Gradation Test (Does Not Include 200 Wash)	\$75.00	Each
	200 Wash Soil Gradation Test	\$50.00	Each
	Proctor Test (AASHTO T-99 or T-180 Method)	\$75.00	Each
	Concrete Cylinder Testing (Includes Casting, Curing, Breaking, Etc.)	\$75.00	Each
	Density Test- Utilities Trench Backfill	\$20.00	Each
	Density Test- Proof Roll	\$20.00	Each
	Density-Test- Stabilized Subbase	\$20.00	Each
	Density Test- Base Course (2 Lifts)	\$20.00	Each
	Density Test- Miscellaneous	\$20.00	Each
	<b><u>ASPHALT TESTING SERVICES - Field Testing</u></b>		
	Mobilization/Demobilization of Coring Equipment	\$275.00	Per Day
	Density/Thickness of Asphalt Core	\$42.00	Per Core
	<b><u>ASPHALT TESTING SERVICES - Laboratory Testing</u></b> <i>Laboratory testing of specimens in accordance with ASTM procedures and project specifications including:</i>		
	Moisture density relationship of soils:		
	Standard Proctor Test	\$85.00	Each
	Modified Proctor Test	\$85.00	Each
	Limerock Bearing Ratio (LBR) Tests	\$250.00	Each
	Sieve Analysis	\$50.00	Each
	Organic content	\$40.00	Each
	Marshall Limits Test	\$240.00	Each
	Extraction/Gradation Test	\$230.00	Each

**EXHIBIT "D"**

**Insurance Requirement for Engineering and Design Services  
Southport Phase IX-A and IX-B Container Yard (NSM)**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <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 type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 2 mil	\$ 3 mil
	Personal Injury		
<b>AUTO LIABILITY</b> <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)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	
<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$ 5 mil	\$
<input type="checkbox"/> U.S. Longshoremen & Harbor Workers' Act/ & Jones Act is required for any activities on or about navigable water (workers' compensation)	STATUTORY	(each accident)	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY		(each accident)	\$ 1 mil
<input checked="" type="checkbox"/> POLLUTION LIABILITY	Claims-made form w/ Extended Reporting Period of 3 yrs. Deductible not to exceed: \$ 100 k	\$ 5 mil	\$ 10 mil
<input checked="" type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD" To be provided prior to the issuance of the NTP.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value		Completed Value
<input type="checkbox"/> MISCELLANEOUS COVERAGE – Hull & Machinery (Collision liability with other watercraft)	Maximum Deductible:	\$10 k	
	Minimum coverage		
<b>"Broward County" must be certificate holder and endorsed as an Additional Insured except WC.</b>			

**NOTE:** Proof of workers' compensation exemption is required in the form of a letter on company letterhead or a State exemption certificate.  
**CANCELLATION:** Thirty (30) Day written notice of cancellation is required to the Certificate Holder:

**Certificate Holder:**  
**Broward County**  
 1850 Eller Drive  
 Ft Lauderdale, FL 33316  
 RE: Mike Saltzman

\_\_\_\_\_  
 Risk Management Division

**EXHIBIT E**  
**PORT EVERGLADES SECURITY REQUIREMENTS**

- A. The Department of Port Everglades requires persons to present, at Port entry, a valid driver's license, and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than five (5) times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Section 42.6, Broward County Administrative Code. For further information, please call (954) 765-4604 or (954) 765-4225.
  
- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle during the term of issuance; the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
  
- C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-866-347-8371, or go online to <https://universalenroll.dhs.gov/twic-home>.