

AGREEMENT
Between
BROWARD COUNTY
and
SALTZ MICHELSON ARCHITECTS
for
ARCHITECTURAL AND ENGINEERING SERVICES FOR
LAUDERHILL MALL NEW TRANSIT CENTER
IN BROWARD COUNTY, FLORIDA
RFP # **R2114326P1**



**AGREEMENT BETWEEN BROWARD COUNTY AND SALTZ MICHELSON ARCHITECTS
FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR LAUDERHILL MALL NEW TRANIST
CENTER
(RFP/RLI # R2114326P1)**

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and Saltz Michelson Architects, a Florida corporation ("Consultant") (collectively referred to as the "Parties").

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

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Board:** The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.2 **Consultant:** The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.3 **Contract Administrator:** The Director of County's Construction Management Division, or Assistant Director of County's Construction Management Division, who is the representative of County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **Contractor:** The person, firm, corporation or other entity who enters into an agreement with County to perform the construction work for the Project.
- 1.5 **County Administrator:** The administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.6 **County Attorney:** The chief legal counsel for County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

1.7 **Disadvantaged Business Enterprise or "DBE"**: which meets the criteria and eligibility requirements of the Federal DBE Program and must be certified by Broward County's Office of Economic and Small Business Development.

1.8 **Notice To Proceed**: A written authorization to proceed with the Project, phase, or task thereof, issued by the Contract Administrator.

1.9 **Project**: The development of a new transit center within the existing Lauderhill Mall, in the city of Lauderhill, to serve over 8,000 transit passengers daily. The proposed parcel of land for development is approximately 68,000 square feet (or 1.5 acres). The new facility will accommodate the entire Broward County Transit Division's fixed route bus fleet, as well as, the smaller coach/community buses.

1.10 **Subconsultant**: A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through Consultant for all or any portion of the services under this Agreement.

ARTICLE 2. PREAMBLE

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

2.1 County has budgeted funds for the Project. This Project is funded with U.S. Department of Transportation, Federal Transit Administration funds.

2.2 County has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by Consultant were undertaken with Consultant, and this Agreement incorporates the results of such negotiations.

ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant's services shall consist of the phases set forth in Exhibit A, attached hereto and made a part hereof, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for the Project. Consultant shall provide all services as set forth in Exhibit A including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in Consultant's level of effort.

3.2 The Scope of Services does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in this Agreement, Consultant determines that work should be performed to complete the Project which is in Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written County approval is at Consultant's sole risk.

3.3 Exhibit A is for the first portion of services related to the Project and that additional negotiations will be required for subsequent phases or for additional services except as otherwise provided herein. County and Consultant may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of Project. If County and Consultant cannot contractually agree, County shall have the right to immediately terminate negotiations at no cost to County and procure services for future Project phases from another source.

3.4 Consultant shall pay its Subconsultants 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. The 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.

ARTICLE 4. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES; LIQUIDATED DAMAGES

4.1 Consultant shall perform the services described in Exhibit A within the time periods specified in the Project Schedule included in Exhibit A; said time periods shall commence from the date of the Notice to Proceed for such services.

4.2 Prior to beginning the performance of any services under this Agreement, Consultant must receive a Notice to Proceed. Consultant must receive a Notice to Proceed from the Contract Administrator prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting approval for Consultant to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

4.3 In the event Consultant is unable to complete the above services because of delays

resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of Consultant, or because of delays which were caused by factors outside the control of Consultant, County shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

4.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County or if Contractor is granted an extension of time beyond said substantial completion date, and Consultant's services are extended beyond the substantial completion date, through no fault of Consultant, Consultant shall be compensated in accordance with Article 5 for all services rendered by Consultant beyond the substantial completion date.

4.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.8, Indemnification of County.

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

| Project Phase | Amount |
|-----------------------------------------|---------------|
| Site Identification & Programming Phase | \$300 |
| Phase I - Schematic Design | \$300 |
| Phase II - Design Development | \$300 |
| Phase III – 75% Contract Documents | \$300 |
| Phase III – 100% Contract Documents | \$300 |

These amounts are not penalties but are liquidated damages to COUNTY for CONSULTANT's inability to proceed with, and complete, 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.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.1 Amount and Method of Compensation

- 5.1.1 Maximum Amount Not-To-Exceed Compensation. Compensation to Consultant for the performance of Basic Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of \$_____. 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. Compensation to Consultant for the performance of all Basic Services identified in Exhibit A as payable on a "Lump Sum" basis, and as otherwise required by this Agreement, shall be not more than a total lump sum of \$470,931.00.

5.1.3 Optional Services. County has established an amount of \$120,000 for potential Optional Services which may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County. A Work Authorization for Optional Services shall specify the method of payment, Maximum Amount Not-To-Exceed, Lump Sum, or combination thereof, applicable to that Work Authorization.

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of \$10,000 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 Costs. The maximum billing rates payable by County for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 5.2.

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

5.1.6 Phased Payments. Payments for Basic Services shall be paid out pursuant to the project phasing specified in Exhibit A and in accordance with the percentage amount set

forth below. The retainage amount set forth in Section 5.5 shall be applied to the percentage amount for each phase stated herein.

| Project Phase | Fee % | Fee Amount/Phase |
|---------------------------------------------------------------|--------------|-------------------------|
| Phase I: Predesign Services/Programming and Schematic Design | 17% | \$79,558 |
| Phase II: Design Development | 18% | \$85,174 |
| Phase III: Construction Documents | | |
| • 50% Construction Documents | | |
| • 80% Construction Documents | 37% | \$177,330 |
| • 100% Construction Documents | | |
| Phase IV: Bidding and Negotiations | 5% | \$21,434 |
| Phase V: Administration of the Construction Contract | 21% | \$98,887 |
| Phase VI: Warranty Administration and Post-Occupancy Services | 2% | \$8,548 |
| Total Basic Services Fee | 100% | \$470,931 |

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

5.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant’s most recent and actual rates determined in accordance with Federal Acquisition Regulations (“FAR”) guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen months preceding the execution date of this Agreement. These rates 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 Subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse 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 Exhibit B are considered provisional, pending submission of such certification by the CONSULTANT no later than June 30, 2018. To the extent the provisional rates are not supported by the certification, the maximum rates shown in Exhibit B may be subject to change at the County's sole discretion. If the certification results in a modification to Exhibit B, an amended Exhibit B shall be executed by the Contract Administrator and CONSULTANT. The modified Exhibit B shall be effective retroactive to the date of execution of the Agreement, and if applicable, the Consultant shall reimburse the County for any overbilling.

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

5.2.4 The total hours payable by County for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours per employee in any week. In the event the work requires Consultant's or Subconsultant's personnel to work in excess of 40 hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced to County at no more than one and one-half of the employee's hourly rate 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 Federal Acquisition Regulation ("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.

5.3 Reimbursables For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B-1 expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator.

Reimbursable Subconsultant expenses are limited as described herein when the Subconsultant agreement provides for reimbursable expenses.

5.4 Method of Billing

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and Subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2. Consultant shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 Method of Payment

5.5.1 County shall pay Consultant within thirty (30) calendar days from receipt of Consultant's proper statement, as defined by County's Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by Consultant and written approval by the Contract Administrator that

the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for Reimbursables or for services performed during the construction phase.

5.5.2 Upon Consultant's satisfactory completion of each phase and after the Contract Administrator's review and approval, County shall remit to Consultant that ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the Director of the Broward County Purchasing Division.

5.5.3 Payment will be made to Consultant at:

Saltz Michelson Architects
3501 Griffin Road
Fort Lauderdale, Florida, 33312-5444

ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

6.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement, including the initiation of any Additional Services.

6.2 Costs of Additional Services identified by the Contract Administrator during the life of this Agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by the Contract Administrator shall include a required completion date for Consultant's performance of those additional services.

6.3 In the event a dispute between the Contract Administrator and Consultant arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to County's Director of Purchasing for resolution. The Director's decision shall be final and binding on the Parties. The resolution shall be set forth in a written document in accordance with Section 6.1 above, if applicable. During the pendency of any dispute, Consultant shall promptly perform the disputed services.

6.4 Consultant may, at the Contract Administrator's discretion, be authorized to perform Optional Services as delineated in Exhibit A, Scope of Services, up to the maximum fee amount established for Optional Services under Article 5.1.3. Any Optional Services to be performed by

Consultant pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization" in accordance with this article. Prior to issuing a Work Authorization, the Contract Administrator must provide the Office of the County Attorney with the written description of the work to be undertaken as required by Section 6.4.4.1 and must obtain a written concurrence from the Office of the County Attorney that the work proposed to be performed pursuant to the Work Authorization is within the scope of services of this Agreement.

6.4.1 Before any Optional Service is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Optional Service, which estimate shall be reviewed by Contract Administrator and a final amount for Consultant's compensation shall be approved as follows:

6.4.1.1 Work Authorizations that will cost County not more than Thirty Thousand Dollars (\$30,000.00) in the aggregate may be signed by Contract Administrator and Consultant.

6.4.1.2 Work Authorizations that will cost County not more than One Hundred Thousand Dollars (\$100,000.00) in the aggregate may be signed by County's Purchasing Director and Consultant.

6.4.1.3 Any Work Authorization above County's Purchasing Director's authority in subsection 6.4.1.2 must be approved by the Board.

6.4.2 Subsequent to Contract Administrator issuing a Work Authorization pursuant to this article, Contract Administrator will issue a Notice to Proceed ("NTP") for those authorized Optional Services. Consultant shall not commence such work until after receipt of the Contract Administrator's NTP.

6.4.3 Any modifications to a Work Authorization shall require an amended Work Authorization approved by the Contract Administrator, Purchasing Director, or Board in accordance with the dollar limitations set forth above.

6.4.4 All Work Authorizations shall be in the appropriate form and shall contain, as a minimum, the following information and requirements:

6.4.4.1 A description of the work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by Consultant), a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation.

6.4.4.2 A budget establishing the amount of compensation, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written

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

6.4.4.3 A time established for completion of the work or services undertaken by Consultant or for the submission to County of documents, reports, and other information pursuant to this Agreement.

6.4.4.4 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.

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

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

ARTICLE 7. COUNTY'S RESPONSIBILITIES

7.1 County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

7.2 County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its services.

7.3 County shall review the itemized deliverables/documents identified in Exhibit A of Consultant and respond in writing with any comment within the time set forth on the approved Project Schedule.

7.4 County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services or any defect in the work of the Contractor.

ARTICLE 8. INSURANCE

8.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

8.2 Consultant shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Consultant.

8.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit D, the applicable policies shall comply with the following:

8.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation
- Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

8.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an

“Additional Insured.” The policy (and any excess or umbrella policy) must be endorsed to waive the insurer’s right to subrogate against County.

8.3.3 Workers’ Compensation/Employer’s Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers’ Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer’s right to subrogate against County in the manner which would result from the attachment of the NCCI form “Waiver of our Right to Recover from Others Endorsement” (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer’s liability laws including, but not limited to, the Federal Employer’s Liability Act, the Jones Act, and the Longshoreman and Harbor Workers’ Compensation Act.

8.3.4 Professional Liability Insurance. Such insurance shall cover Consultant for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D.

8.4 Within fifteen (15) days after the full execution of this Agreement or notification of award, whichever is earlier, Consultant shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers’ Compensation/Employer’s Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

8.5 Coverage is not to cease and is to remain in force until County determines all performance required of Consultant is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy’s expiration.

8.6 Consultant shall provide County thirty (30) days’ advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days’ advance notice.

8.7 Consultant shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Consultant may redact portions of the policies that are not relevant to the insurance required by this

Agreement.

8.8 County and Consultant, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

8.9 If Consultant uses a Subconsultant, Consultant shall require each Subconsultant to endorse County as an "Additional Insured" on the Subconsultant's Commercial General Liability policy.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND DBE COMPLIANCE

9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall comply with all applicable requirements of the Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.

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 non-discrimination 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 This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.

The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect DBEs to achieve in the absence of discrimination.

Since this project is funded using federal funds, it is the policy of the Broward County Office of Economic and Small Business Development to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and

participate as subcontractors and suppliers on all contracts awarded by County; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.

County may add or increase the required participation of DBE 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 DBE 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 DBE participation goal by utilizing the DBE firms for the following percentage of Services under this Agreement:

| | |
|------------------------------|-----|
| DBE participation commitment | 25% |
|------------------------------|-----|

Consultant stipulates that each DBE firm utilized to meet the DBE participation goal must be certified by the OESBD. Consultant shall inform County immediately when a DBE firm is not able to perform or if Consultant believes the DBE 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 DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including cause, Consultant shall provide written notice to the OESBD and shall substitute another DBE firm in order to maintain the level of DBE 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 DBE to perform the new scope of services, in which event Consultant shall notify County and the OESBD may adjust the DBE participation goal by written notice to Consultant. Consultant may not terminate for convenience a DBE 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 DBE 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 DBE firms listed in Exhibit C and, upon request, shall provide copies of the contracts to the Contract Administrator and the OESBD.

9.5 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the DBE participation goals stated in this article. These monthly reports are due to the County by the 10th of each month. In addition, Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and

maintaining its contractual and DBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD, unless otherwise determined by the 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 DBE participation goal (including without limitation the unexcused reduction of a DBE firm's participation), the affected DBE firm shall have the right to exercise any remedies as may be available as between the DBE firm and Consultant.

9.7 The presence of a "pay when paid" provision in a Consultant's contract with a DBE 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.

ARTICLE 10. MISCELLANEOUS

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

10.2 Termination.

10.2.1 This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of County by someone other than the Board, termination by County may be by action of the County Administrator or County representative (including his or her successor) who entered in this Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon

such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. If County erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

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

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

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

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

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

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

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

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

10.2.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due Consultant shall be withheld by County until all documents are provided to County pursuant to Section 10.1.

10.3 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 Florida Statutes Chapter 119) ("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 Florida Statutes Section 812.081 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 non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5641, jjalloul@broward.org, 115 S. ANDREWS AVE., SUITE A550, FORT LAUDERDALE, FLORIDA 33301.

10.4 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 inspection 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 Sub consultants 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 from presentation of County's findings to Consultant.

10.5 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Consultant under this Agreement

10.6 Subconsultants. 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 local and state law. The list of Subconsultants is provided on Exhibit C-1, Schedule of Subconsultants as attached hereto and made a part hereof. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 8 on Consultant's Subconsultants.

10.7 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and Consultant shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.6. County shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by Consultant without County's written consent.

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

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

10.8 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 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.

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

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

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

10.12 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR COUNTY:

Director, Construction Management Division – Contract Administrator
115 South Andrews Avenue, Room A550
Fort Lauderdale, FL 33301

FOR CONSULTANT:

Saltz Michelson Architects
3501 Griffin Road
Fort Lauderdale, Florida, 33312-5444

10.13 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.

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

10.15 Consultant's Staff. Consultant will provide the key staff identified in their proposal for Project as long as said key staff are in Consultant's employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant's staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal.

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

10.17 Independent Contractor. Consultant is an independent contractor under this Agreement. Services provided by Consultant shall be subject to the supervision of Consultant. In providing the services, Consultant or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements.

10.18 Third Party Beneficiaries. Neither Consultant nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties 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.

10.19 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 his or her 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.

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

10.21 Materiality and Waiver of Breach. County and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

10.23 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.

10.24 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

10.25 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement,

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

10.26 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties 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 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.**

10.27 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

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

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

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

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

10.29 Payable Interest

10.29.1. Payment of Interest. County shall not be liable 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 arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

10.29.2. Rate of Interest. 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, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

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

10.31 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.32 Public Art and Design. Consultant acknowledges that Broward County adopted Ordinance No. 95-20 establishing a Public Art and Design Program. The purpose of Ordinance No. 95-20 is to integrate art into capital projects and to integrate artists' design concepts into the overall project design. Artist(s) are selected by Broward County through an independent process and artist(s) will be funded by the Public Art and Design Program administered by the Broward County Cultural Affairs Division at the direction of the Broward Cultural Affairs Council through its Public Art and Design Committee.

Consultant shall cooperate with the artist(s) and include the artist(s) in the preliminary design and design phases of the Project for the purpose of properly incorporating the artist's design(s) into the design of the Project. Consultant shall notify the artist(s), in writing, of all design meetings and shall provide the artist(s) with a schedule of milestone dates. Consultant may be requested to provide work space for the artist(s) during the preliminary design and design phases. The artist's design as properly incorporated into the design of the Project shall be permitted as part of the master site or facility plan.

Consultant's compensation pursuant to this Agreement includes the services to comply with the requirements set forth in this section whether or not the compensation is specifically designated or identified.

Consultant shall ensure that Subconsultants, if any, will be made aware of Broward County's Public Art and Design Program and the possible requirement of working with the artist(s).

10.33 Federally Funded Contracts. Consultant certifies and represents that it will comply with the Federally Funded Contracts Requirements attached hereto and incorporated herein as Exhibit F.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 CONSULTANT, 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 _____, 2017

Approved as to form by

Insurance requirements approved by Broward County Risk Management Division

Andrew J Myers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Colleen Pounali 11/16/17
Signature (Date)

Colleen Pounali Risk Analyst
Print Name and Title above

By: Angela Benjamin 11/17/17
Angela F. Benjamin Date
Assistant County Attorney

By: Michael J. Kerr 11/17/17
Michael J. Kerr Date
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND _____ FOR CONSULTANT SERVICES FOR _____ IN BROWARD COUNTY, FLORIDA, RFP# R2114326P1

FOR INDIVIDUAL:

Consultant

WITNESSES:

Signature

By _____

Print/Type Name

(Please Type Name)

Signature

____ day of _____, 20____.

Print/Type Name

FOR CORPORATION:

Consultant

ATTEST:



Secretary

Charles A. Michelson
(Typed Name of Secretary)

Saltz Michelson Architects, Inc.
(Typed Name of Consultant/Firm)

By 

President/Vice President

Charles A. Michelson, President
(Typed Name and Title)

CORPORATE SEAL

16 day of November, 2017.

INDEX TO EXHIBITS:

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| Exhibit A-Attachment 2 | Electronic Media Submittal Requirements |
| Exhibit A-Attachment 3 | Architectural Program |
| Exhibit A-Attachment 4 | Preliminary Project Budget |
| Exhibit B | Maximum Billing Rates |
| Exhibit B-1 | Schedule of Testing and Inspection Unit Cost |
| Exhibit C | Letters of Intent |
| Exhibit C-1 | Schedule of Subconsultants |
| Exhibit D | Minimum Insurance Requirements |
| Exhibit E | NOT USED |
| Exhibit F | Federally Funded Contracts Requirements |

EXHIBIT A
Scope of Work

1.01 Project Description and Program

1.01.01 The following paragraphs form a general description of the professional services required for the design and construction of new facilities. As such, it is not all inclusive and County does not represent that it is a complete inventory of the professional services necessary to achieve County's goals for the new facility. The following paragraphs represent County's minimum level of performance but do not limit the professional services that may be required during any project phase described herein.

1.01.02 Project Description

(A) *A new transit center within the existing Lauderhill Mall, in the City of Lauderhill. The empty parcel is approximately 68,000 square feet (or 1.5 acres).*

The new transit center will include a minimum of ten (10) bus bays to accommodate a combination of 40-foot long, 42-foot long fixed buses and 60-foot long articulated buses. A new single-story accessory building or series of buildings, totaling approximately 3,000 square feet (maximum) to house various transit functions.

The design will incorporate open-air raised passenger loading platforms directly adjacent and accessible to all bus bay areas. Passenger platforms shall be shielded by a canopy system with integrated drainage and lighting systems.

All site work shall include but not be limited to roadways, grading, drainage, irrigation, lighting and modifications to sidewalks areas adjacent to the property and roadway medians will be required within State Road 7 right-of-way, including coordination with Florida Department of Transportation (FDOT) for said work.

(B) The Project Site is located at:

**1267 NW 40th Avenue
Lauderhill, Florida 33313**

1.01.03 Preliminary Architectural Program

The Architectural Program option checked below is applicable to Basic Services under this Agreement:

A detailed architectural program is available from the Contract Administrator and is attached to this document as Attachment 3, Architectural Program.

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

2.01 Basic Services

2.01.01 The services listed below, in addition to those specified by Consultant's agreement with County, are related to the specific project or other professional services as necessary to meet the needs of Broward County.

2.01.02 The listed services below shall not limit those activities or services that may be requested by the Contract Administrator.

3.01 Basic Services by Project Phase

3.01.01 Consultant agrees to: (A) Provide complete professional architectural, engineering and/or other professional design services set forth in the Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the project schedule (Attachment 1, Project Schedule, as attached to this Exhibit A), (C) complete those services that will deliver a facility (or facilities) within County's established budget for the project (Attachment 4, Project Budget, as attached to this Exhibit A) and (D) Participate in the Contract Administrator's programs of Value Engineering and Constructability Reviews throughout Phases I (Schematic Design), Phase II (Design Development) and Phase III (Contract Documents).

3.01.02 Consultant shall schedule and attend a bi-weekly project review and coordination meetings with representatives of the Contract Administrator throughout the Predesign Phase and Phases I through IV of the Project. At each of these meetings, Consultant and Contract Administrator shall review the Project's budget, schedule, and scope along with Consultant's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the project. Consultant shall attend weekly meetings during Phase V (Construction) as required elsewhere in this Agreement. For each project review meeting, and as may be otherwise appropriate during any project phase, Consultant shall provide progress sketches and other documents sufficient to illustrate progress

and the issues at hand for the Contract Administrator's review. Consultant shall not be entitled to claims for delays to the Project Schedule due to Consultant's provision of such documents.

3.01.03 Consultant and representatives of each subconsulting firm shall attend a Design Phase Kick-Off meeting and a Design Phase Debriefing meeting which will be scheduled by the Contract Administrator at the beginning and end of each of the Project's phases. The Design Phase Kick-Off meeting will provide a forum for the entire project team to review project goals, continuing project issues, and review performance expectations for the respective phase of the project. The Design Phase Debriefing Meeting will provide a forum in which the entire project team can provide feedback concerning team performance, communications, procedures, quality control and other related issues for the current and future projects.

3.01.04 Consultant and its interior designer and/or interior architect shall attend periodic furnishings and equipment coordination meetings as scheduled by the Contract Administrator during the Predesign, Schematic, Design Development and Construction Documents Phases of the Project. These meetings will be scheduled to address and coordinate the layout, selection, specification and documentation of furniture and equipment items for the project. Members of County's using agencies will attend these meetings to coordinate and communicate their functional requirements and preferences.

3.01.05 Consultant, the Contract Administrator and the artist(s) selected by County shall attend periodic coordination meetings throughout the project as scheduled by the Contract Administrator to address the incorporation of public art into the facility. These meetings will focus on the nature of the proposed artwork, the opportunities for integrating artwork into an efficient, economical building design, coordination of building systems and components with proposed artwork, coordination and documentation of artwork within the construction contract documents, and the artists' involvement and responsibilities during the construction process.

3.01.06 Consultant's services shall conform to Contract Administrator's specifications (as they may be made available to Consultant), including but not limited to, Contract Administrator's Design and Materials Standards Manuals, and Contract Administrator's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict the provisions of this agreement shall govern and Consultant shall remain, as the Architect or Engineer of Record, responsible for the content and accuracy of Consultant's documents generated for this project.

3.01.07 Consultant shall keep Contract Administrator informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed and approved in writing by Contract Administrator prior to incorporation into the design or construction documents.

3.01.08 Consultant shall cooperate with Contract Administrator by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Contract Administrator, and attending meetings, where the content of design and construction contract

documents will be coordinated and reconciled, scheduled during any phase of the project. In the event Contract Administrator accepts recommendations from Value Engineering and Constructability studies, Consultant shall implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.

3.01.09 Consultant shall be required to submit various documents further defined below in both hardcopy and electronic media formats. Requirements for electronic media submittals are contained in Attachment 2, Electronic Media Submittal Requirements, below. Requests for deviations from those electronic media submittal requirements shall be submitted in advance by Consultant in writing for the consideration of the Contract Administrator.

3.01.10 Documents, electronic media and other materials submitted to Contract Administrator by Consultant shall be retained by the Contract Administrator except as otherwise noted herein and are subject to the ownership provisions of this Agreement.

3.01.11 Consultant shall make complete document submittals at the various phases listed below. Incomplete or partial submittals may be requested in advance through the Contract Administrator and may be allowed only when Consultant has received advance approval in writing by the Contract Administrator. Incomplete or partial submittals made without advance approval shall be returned to Consultant unreviewed and unaccepted by the Contract Administrator and subject to any liquidated damages applicable as provided for elsewhere in this Agreement.

3.01.12 The Consultant shall pursue design principles and guidelines established by the United States Green Building Council (USGBC) for achieving a "green" LEED-Certified Building and Site Development in all Project Phases as part of Basic Services. Professional services required for the achievement of any level of LEED certification through the USGBC as may be elected by the Contract Administrator for the Project will be provided under Basic Services

3.01.13 The CONSULTANT agrees to design a project in compliance with Buy America which requires that steel, iron and manufactured products used in FTA funded projects are produced in the United States, per Federally Funded Projects, Federal Transit Administration (FTA), Exhibit "F."

3.01.14 Within the time frame established in Attachment 1, Project Schedule, Consultant shall submit FIVE (5) copies of all documents required under each applicable Design Phase (except where otherwise specified), without additional charge, for approval by the Contract Administrator. The Contract Administrator shall review submitted documents and provide written review comments to Consultant within the time frames established on Attachment 1, Project Schedule. Consultant shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) by 10 consecutive calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to illustrate the Program listed in the paragraphs above. The specified submittal requirements shall apply to ALL phases of the project unless noted otherwise.

3.02 PHASE I - Predesign Reconciliation and Schematic Design Phase:

- 3.02.01 Consultant shall provide an in-depth review and confirmation of the preliminary architectural program and preliminary design layout provided by the Contract Administrator with the Consultant's Notice to Proceed. Drawings already developed in concept shall be vetted and analyzed by Consultant and Sub-Consultants and a final report shall be presented to the County for review and consideration. Consultant's services shall culminate in Consultant's submittal of a comprehensive programming document comprised of both electronic and hardcopy formats edited to include the design goals and criteria for both the building and the project's specific site.
- 3.02.02 Consultant shall conduct a series of interviews, facilitated by the Contract Administrator, with the responsible using agency and other building users. Through these interviews, observations and other independent research, Consultant shall verify space requirements and program goals presented in the preliminary architectural program. Consultant shall refine the preliminary program to reflect the results of that verification and shall provide a finalized, detailed set of goals and requirements for the Project including design objectives, limitations and criteria; spatial and functional relationships; functional responsibilities of personnel; flexibility and expandability; special equipment and systems; and specific criteria related to the project's specific site location.
- 3.02.03 Consultant shall verify, confirm and modify (as needed) the preliminary program's description of occupancy needs and spatial allocation by coordinating with County Staff (including building user groups and others as necessary). Include all space and flow diagrams, diagrammatic studies and descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.
- 3.02.04 Consultant shall confirm the program's project specific description of site development criteria, building configuration, construction, and material standards by:
- (A) Listing required or optional provisions for phased construction and future additions.
 - (B) Identifying property building line limitations to estimate ground level building areas.
 - (C) Listing required or optional provisions for phased construction and future additions.
 - (D) Verifying and documenting site zoning or other restrictions such as building heights, setbacks, etc.

- (E) Identifying orientation considerations for solar, views, street access, etc.
- (F) Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.
- (G) Estimating size(s) of core area(s) required for:
 - 1) Mechanical services.
 - 2) Electrical services.
 - 3) Vertical transportation.
 - 4) Stair/smoke towers.
- (H) Estimating and documenting structural spans required to suit room spatial needs.
- (I) Identifying options of building configuration based on functions, occupancies, site limitations, orientation, height, spans and structural system.
- (J) Identifying and documenting building cladding and fenestration suited to construction, structural, functional, and cost considerations.
- (K) Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.
- (L) Identifying and documenting any "Contract Administrator Preferences" for interior and exterior construction types, space planning, site planning, space functionalities, building systems and assemblies, room types, building envelopes, and maintenance and operational considerations.
- (M) Identifying and documenting any neighborhood, sociological or demographic influences that will impact the facilities design and operation.
- (N) Identifying and documenting goals for integrating public art into the project.

3.02.05 NOT USED

3.02.06 NOT USED

3.02.07 NOT USED

3.02.08 NOT USED

3.02.09 NOT USED

- 3.02.10 In addition to the required hard copy documents described above, Consultant shall submit the final Contract Administrator approved programming documents on electronic media conforming to the Contract Administrator's Electronic Media Submittal Requirements (Attachment 2). The electronic media submittal shall include all text, drawings, spreadsheets, exhibits, diagrams, charts, photographs, presentation materials and other media used to prepare the program and present it to the Contract Administrator. Hard copy original archival documents that are unavailable in electronic media formats may be photographed or scanned and saved in TIFF, JPEG or other suitable electronic formats.
- 3.02.11 NOT USED
- 3.02.12 Consultant shall provide presentations of the project's Program to County's staff, using agencies or groups, the public and to the Broward County Board of County Commissioners as required.
- 3.02.13 Consultant shall confer with representatives of the Contract Administrator to verify and confirm the Program, consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements.
- 3.02.14 Consultant shall, prior to commencing Phase II design activities, inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by the Contract Administrator. Upon discovery of such differing conditions, Consultant shall notify Contract Administrator.
- 3.02.15 In the event the Consultant believes that the Project scope, schedule or budget is not achievable, Consultant shall immediately notify the Contract Administrator in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.
- 3.02.16 Consultant shall present a minimum of one alternative design solution to the Contract Administrator to illustrate optional creative responses to the architectural program. The Contract Administrator will convene a schematic design review conference at which Consultant shall review with the Contract Administrator (and using agency and other concerned parties) these alternative solutions. Alternative approaches should address both design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and Consultant's recommendations concerning the presented alternatives. The Contract Administrator shall identify a preferred design solution which shall then form the basis of Consultant's continuing work on the project and the primary content of the Design Concept and Schematics Report further described below.

3.02.17 Consultant shall prepare, submit and present for approval by the Contract Administrator a Design Concept and Schematics Report, comprised of the Schematic Design Documents listed below including an identification of any special requirement(s) affecting the Project:

- (A) "Project Transmittal Form" as required by County's Construction Management Division. In the absence of a proprietary form issued by County's Construction Management Division, Consultant shall utilize its own office standard transmittal form (or an equivalent document such as that published by the American Institute of Architects. The Project Transmittal Form must accurately delineate the date of submittal and list each component document of the submittal.
- (B) "Space Chart Form" formatted to list all spaces within the project by room number, room title and net square foot area. The Space Chart Form must also include a listing of the project's total net square foot area, total gross square foot area, and an efficiency percentage derived from the ratio of total net to total gross square foot areas. Note any deviations from Contract Administrator approved programmatic documents for the Project.
- (C) For those projects that involve new buildings, building additions and other exterior work, provide a hardcopy and electronic media copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus pick-up areas, parent pick-up areas, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps, FEMA and Broward County criteria), and use. The site survey may be an update of informational surveys provided by the Contract Administrator but shall be prepared on electronic media and submitted in both hard and electronic media formats conforming to the Contract Administrator's Electronic Media Submittal Requirements (Attachment 2).
- (D) Concept Drawings. These documents shall be schematic drawings responding to the predesign documentation and architectural program requirements illustrating the general scope, scale, and relationship of project components. Documents shall include, as a minimum, the following in addition to other graphic or descriptive materials Consultant may deem necessary to adequately communicate the project:
 - 1) A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone

(pursuant to FEMA and/or Broward County criteria, whichever is most stringent), over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, preliminary chiller plant/cooling tower/electrical vault locations, accessibility for the disabled, service areas, loading docks, play areas, athletic fields, bus and car loading zones, existing buildings and use, location of proposed building(s) and future additions, relocatable or temporary structures, community use buildings, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA and Broward County criteria for flood plain and velocity zone in which the project is located. The statement shall be signed and dated by the Architect or Engineer of Record.

- 2) Floor plans showing points of the compass, over-all dimensions, identity of each space, proposed door locations, accessibility for the disabled, room numbers, occupant load of each space, proposed passive design and low energy usage features, possible community service/use areas, mechanical and electrical rooms, any existing buildings and use, future additions, and phased construction.
 - a. Provide life-safety plan(s) delineating the necessity for and initial decisions concerning exits, provisions for accessibility for the physically challenged, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility. Indicate those facilities, or portions thereof, that will serve as emergency shelters or which have been designed to incorporate special emergency preparedness features or equipment including a brief notation of those design features and/or equipment.
 - b. Provide ADA plan(s) delineating the necessity for and initial decisions concerning compliance with the Florida Accessibility Code for Building Construction (2012 edition or later). Include graphics and notations delineating accessible routes, parking, elevators/ramps/lifts, toilet facilities, tactile warnings, signage, telephones, assistive listening systems, and other building equipment and features that will provide accessibility.
- 3) Provide elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, vertical transportation (elevators, escalators, lifts, ramps and stairs), preliminary material selections, and other building features and spatial relationships.

- 4) **Landscape Concept Drawings** indicating preliminary locations and character of proposed landscaped areas that will conform to required zoning and development codes and other jurisdictional requirements of project's location.
 - 5) **Preliminary graphics, concept sketches and other supplementary materials** suggesting proposed locations for integrated public art, thematic design treatments for children's areas, youth services areas, and/or other special spaces which have been programmed for special or thematic design content (including theme oriented furnishings, graphics, signage, finish materials and other "special" construction such as entryway treatments, etc.).
- (E) **A Preliminary Project Description** comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), BellSouth, cable TV and other utility services as required by the Project's scope and program. The Preliminary Project Description should specifically incorporate and address Value Engineering and Constructability issues raised during this project phase. Format Preliminary Project Descriptions to match that specified by the latest edition of the Construction Specifications Institute's "Manual of Practice".
- (F) **Mechanical Requirements Specific to Remodeling and Addition Projects:** Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.
- (G) **Electrical Requirements Specific to Remodeling and Addition Projects:** Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment.
- (H) **A Project Development Schedule:** Consultant shall prepare a schedule of services (Project Development Schedule) in compliance with Project Schedule and for approval by the Contract Administrator. Such schedule shall show activities including but not limited to Consultant efforts and Contract Administrator (and other municipal/agency) reviews and approvals required to complete the design services. This schedule shall initially be submitted to the Contract Administrator for approval within fifteen (15) days of execution of this agreement. As a condition of payment, Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete) as of the invoice cutoff date and a forecast of when each phase of Consultant's work will be complete. No subsequent payment shall be made if Consultant has not obtained

approval of his work schedule, the schedule is not updated, or a forecast is not submitted with each invoice (provided that Contract Administrator conducts its review promptly and does not withhold its approval unreasonably).

- 1) Include all activities known at this stage of the project's development for the entire project including the construction process. Illustrate all project activities including any projected or preliminary requirements for creating temporary facilities, relocating County's staff and/or other personnel, removing and storing furniture, equipment and/or other appurtenances, hazardous material abatement, work by County, work by separate contractors, and any other activities that relate to or may impact construction of the project (including offsite work and related site reviews, permitting, etc.).
 - 2) Prepare in a bar chart format, or other format as required by the Contract Administrator, which may be further developed and updated for submittal during subsequent phases of the Basic Services.
 - 3) Consultant shall not be permitted to deviate from the milestones indicated on the Project Schedule (Attachment 1 of this Agreement) without specific written authorization from the Contract Administrator.
- (I) The Statement of Probable Construction Cost: Consultant shall submit to Contract Administrator for review and approval a Predesign Reconciliation and Schematic Design Phase estimate of probable construction cost itemized by major categories and projected to the expected time of bid. If, in the Contract Administrator's sole opinion, the project merits a schematic design estimate prepared by an independent cost estimator, then Contract Administrator may authorize Consultant to obtain those independent cost estimating services as an Optional Service expense.

3.02.18 Consultant shall investigate and determine the municipal, county and other jurisdictional agency (such as the South Florida Water Management District, HRS, etc.) coordination required for the Project and, through the Contract Administrator, make applications for site plan and other review as appropriate to this phase of the project. Consultant shall prepare and provide a list of permits and approvals required by such agencies to the Contract Administrator and shall coordinate with Contract Administrator concerning the timing, application requirements, fees and other matters pertaining to those agency approvals. Consultant, as required by the Contract Administrator, shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project. Consultant shall be responsible for attending and participating in design reviews conducted by the municipal, county or other jurisdictional agency and shall be responsible for responding in writing to all review comments generated in such

reviews and providing revised and resubmitted documents as required by reviewing agencies in response to such reviews.

3.02.19 NOT USED

3.02.20 Consultant shall provide presentations of the Schematic Design to County's staff, the public and to the Broward County Board of County Commissioners as required by the Contract Administrator.

3.02.21 Consultant shall not proceed with the next Phase until the completion of all required presentations and reports, reconciliation or correction of all outstanding Contract Administrator review comments, and receipt of a written Notice to Proceed for the next phase.

3.03 Phase II - Design Development:

3.03.01 After written Notice to Proceed from Contract Administrator and based on the approved Schematic Design Documents and any adjustments authorized by the Contract Administrator in the Project Scope or Project Budget, Consultant shall prepare, submit and present for approval by the Contract Administrator, Design Development Phase documents, comprised of the following:

(A) "Project Transmittal Form" as required by County's Construction Management Division.

(B) Drawing and Specification Documents including, in addition to Phase I requirements, the following:

- 1) Civil site plan(s) showing, in addition to Phase I site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.
- 2) A statement, signed and dated by Consultant or designated Sub-consultant, included on the site plan identifying the number of existing trees, the number of required trees, and the number of new trees to be planted.
- 3) Soil testing results including a copy of the Geotechnical Engineer's report on the site including soil borings and other testing necessary to determine the subsurface conditions on site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment and any recommendations for additional special testing.

- 4) Floor plan(s) including, but not be limited to, the following:
 - a. A floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without breaklines and which indicates project phasing as applicable to the Project.
 - b. Floor plans drawn at 1/8 inch or larger scale showing occupied spaces or special rooms with dimensions, equipment and furnishing layouts, sanitary facilities, stairs, elevators, and identification of accessible areas for the disabled.
 - c. A furniture and equipment plan at an architectural scale that will allow the entire facility (or respective floor of a multi-story building) on a single drawing sheet.
 - d. Floor plans for additions to an existing facility: Indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes thereto. Distinguish between new and existing areas for renovation, remodeling, or an addition.
 - e. Large scale plans (at a minimum of 1/8 inch scale) for restrooms, kitchens, stairs, and other spaces that require detailed delineation of furniture, fixture and equipment. Provide detailed plans (at a minimum of 1/8 inch scale) for mechanical rooms, electrical rooms, PBX rooms, and elevator machine rooms.
 - f. Reflected ceiling plan(s) (corresponding to scale, orientation and layout of building floor plans) indicating light fixture layout, air diffusers and return grilles, other ceiling mounted mechanical/plumbing system components, ceiling mounted electrical system components, proposed soffits, ceiling height changes, ceiling material changes, access panels, and other principal ceiling design features.
 - g. Formatting (through the use of break lines as necessary) allowing the use of standard 24 inch by 36 inch drawing sheets. (Larger sheet sizes may be used only with advance written authorization of the Contract Administrator.)
- 6) Preliminary Room Finish Schedule.
- 7) Preliminary Door Schedule.

- 8) Life-safety plans to show exit strategy, rated doors, rated walls and partitions, emergency wall openings, ramps, vertical lifts and other life safety equipment applicable to the project such as working stage protection, range and fume hoods, eye wash, emergency showers, etc.
 - a. Indicate and provide information concerning occupancy type, construction type, building area(s) (In square feet), total building occupancy, fire zone, maximum travel distances allowed/provided, maximum dead end corridor allowed/provided, minimum exit corridor width allowed/provided, UL and/or other classification(s) of proposed finishes, determination that building has fire sprinklers, notations concerning installation of life safety equipment by certified specialty sub-contractors.
 - b. By symbol, indicate exits (required/provided), fire extinguishers, fire alarm equipment, annunciator panels, smoke vents, master valves and emergency disconnects, emergency exit lighting, emergency power equipment, fire sprinklers, fire valve cabinets, exit signs, smoke and fire dampers, generator(s) and other life-safety equipment relevant to the facility.
 - c. By symbol, indicate connections and tie-ins to existing equipment.
- 9) Updated ADA Plan(s) indicating the further development of the facility's accessible features.
 - a. For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:
 - i) Sketches of proposed vertical platform lifts, including layout drawings showing the effect of the lift on existing spaces, corridor widths and exiting from the affected facility.
 - ii) Sketches of proposed inclined wheel chair lift including layout drawings showing the effect of the lift on the stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the effect on exiting from the affected areas of the facility.
 - b. Indicate the methods used to permanently define the means of egress, such as surface finish or color for open office and administrative spaces.
- 10) Plumbing fixture locations, fixture schedule and fixture unit calculations.

- 11) All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale, massing and spatial relationships of the facility.
- 12) Typical building sections to show vertical dimensions, proposed construction materials, and relationship of finished floor to finished grades.
- 13) Preliminary Structural Drawings including plans and sections indicating systems, connections and foundations. These drawings may be structural roughs.
- 14) Mechanical Drawings including floor plans, reflected ceiling plans and diagrams of the facility's air conditioning (HVAC), plumbing, fire sprinkler and other mechanical building systems required for distribution and disposal of solids, fluids and gases within the facility. Include duct layout, air handling equipment, return air systems, fresh air intakes, air handling equipment, plumbing lines, equipment and fixtures, location of grease trap(s), LP gas tank location, natural gas pipe lay out, and any tie in or connection to existing utilities. Enhance systems description to include a description of proposed HVAC system equipment including the chiller, pumps, AHU's, cooling tower, electric duct heaters, etc. Ductwork may be presented as single line diagrams except for those areas in which ductwork or other air handling equipment is large, within tightly confined or unusually configured spaces, or within close proximity to other duct runs and/or equipment.
- 15) Electrical Drawings including reflected ceiling plans, lighting layouts for the outdoors and interior spaces, and a one line diagram of the electrical distribution showing electrical outlets for all systems in all spaces. Indicate location of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator, location of communications consoles, cable or closed circuit television head-ins, radio antennas, and satellite and short wave dish antennas and equipment, master clock, fire alarm panel. Include principal equipment and rack locations for computer networking, telecommunications and other communications/computer systems. Show locations of all primary building mechanical equipment such as chillers, air handler units, etc. and their respective electrical connections. Provide plans which indicate preliminary locations of telephone, power and computer networking connections necessary for each space within the facility. Delineate preliminary cable tray or floor duct distribution systems after consulting with County to determine County's preference.

- 16) Landscape and Irrigation Drawings including preliminary designs for a code conforming landscape layout and supporting irrigation system. Landscape drawings should indicate preliminary locations of major planting areas (trees and planting beds), existing plant materials designated to remain and requiring protection, preliminary plant species selections, and any "special" landscape features. Irrigation system drawings should indicate preliminary system selections, water sources and schematic distribution concept.
- 17) Equipment and Furnishing Schedules: Indicating equipment and furnishing items that will be provided by the Contractor and those that will be provided by the Contract Administrator or others. Provide documents in hardcopy or electronic media as developed on either spreadsheet or database software. Format schedule on a "by room" basis to include the room numbers and room names established for each space. Assign a unique identifying number to each piece of furniture and/or equipment scheduled.
- 18) Equipment and Furnishing Drawings: Provide floor plans indicating the locations, scale and proposed arrangement of all furniture and equipment items including those that will be provided by the Contractor and those that will be provided by the Contract Administrator or others.
- 19) Outline specifications:
 - a. Organized according to the Specification Section numbering system specified in the Construction Specifications Institute's 1995 (or later) edition of MasterFormat current on the date of execution of the Contract.
 - b. Formatted to conform to the formats for outline specifications as established by the Construction Specifications Institute's Manual of Practice (latest edition).
 - c. Complete for Divisions 2 through 16 documenting project decisions and giving general description of all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.
 - d. Supplement (but do not replace) outline specification sections with "cut-sheets", product information, data, and samples as requested by Contract Administrator or as necessary to communicate Consultant's design intent to the Contract Administrator.
 - e. Provide content edited on a project specific basis for the project described in this agreement. Outline specifications reflecting Consultant's other or

past projects submitted in an unedited or partially edited form obvious to the Contract Administrator will be returned un-reviewed to Consultant. For any such returned outline specifications, Consultant shall prepare and re-submit at no additional cost to County replacement outline specifications edited to specifically describe the project described in this agreement.

- (C) Florida Energy Efficiency Code for Building Construction (FEEC). FEEC forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted to the Contract Administrator for review and approval with the Phase II documents.
- (D) Consultant shall advise Contract Administrator of any adjustments to the Schematic Design Phase estimate of probable construction cost. If, in the Contract Administrator's sole opinion, the project merits a design development phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize Consultant to obtain those independent cost estimating services as an Optional Service expense.
- (E) An updated Project Development Schedule reflecting development and anticipated schedules for all subsequent project activities.
- (F) A letter from Consultant and each of the major technical disciplines and any necessary Sub-consultants explaining how each previous review comment (as generated by the Contract Administrator and/or other reviewing agencies) concerning the project have been addressed and/or corrected.
- (G) A simplified single line floor plan of the project; a database format schedule reflecting the room numbers; the name of the room or space; the net square footage of the space and the occupant capacity of the space on electronic media and on a single 24" x 36" sheet of vellum conforming to the Contract Administrator's standards for graphics and for electronic media submittals. This drawing and database information will be for use in preparing facilities management information by the Contract Administrator. Consultant shall coordinate with the Contract Administrator and utilize the Contract Administrator's requirements for room numbers, room name assignments and electronic media (format, layering, etc.) prior to developing final documents for this submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions. Comply with the Contract Administrator's requirements for electronic media specified in Attachment 2 below.
- (H) A letter indicating, after coordination with County's Construction Management Division (and other agencies at its direction), the extent of any known or suspected

asbestos containing materials or other potentially hazardous materials (PCB's, groundwater contaminants, etc.) which might require mitigation by County prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with Project Development Schedule, Statement of Probable Construction Cost and other documentation.

- (I) Preliminary colorboards to communicate preliminary material types and color selections for all basic building finish materials with the Contract Administrator. Provide single copies of preliminary colorboard(s).

3.03.02 Staff from each of Consultant's major technical disciplines, and Subconsultants as necessary shall attend coordination, review and presentation meetings with the Contract Administrator to explain the design concept and technical resolution of their respective building or site systems.

3.03.03 NOT USED

3.04 Phase III - Construction Documents Development:

3.04.01 After written Notice to Proceed from the Contract Administrator and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by the Contract Administrator, Consultant shall prepare for approval by Contract Administrator and in accordance with the Contract Administrator's requirements for format and organization, Final Construction Documents setting forth in detail the requirements for the construction of the Project. Consultant is responsible for the full compliance of the design with all applicable codes.

3.04.02 **50% Construction Documents Submittal:** Consultant shall make a 50% Construction Documents submittal, for approval by the Contract Administrator, which shall include five (5) sets of the following:

- (A) "Project Transmittal Form" as required by County's Construction Management Division.

- (B) Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.

- (C) Drawings:

- 1) Site Plan(s) and detailing which, in addition to the Phase II requirements, indicate:

- a. Legal description, property lines, location of applicable easement lines, setback lines, other restrictive lines or limits, existing site features or amenities to remain, limits of Work area, locations of temporary structures, and staging areas and related Contractor facilities for use during execution of the Work.
 - b. Site Demolition plans.
 - c. Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, or any other areas pertinent to the drainage of rainwater.
 - d. Location of storm water and roof drainage systems, including catch basins, retention areas, piping, culverts, control devices and other system components.
 - e. Parking lot lighting poles location and type.
 - f. Final location for maintenance access holes, pull boxes.
 - g. Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, computer networking, television, telephone, radio (or other communications systems, antennas, etc.), security, control and spares).
 - h. Details of all curbing, typical parking spaces (regular and accessible), accessibility ramps and curb cuts, light fixtures, flagpole and fence foundations, and any other site improvement or condition pertinent to the scope of work.
 - i. Plans and details of new site equipment or furnishings including site improvements and equipment, pavements, shelters, accessory structures, signage and kiosks, planters, seating areas and other site furniture, bookdrops, postal equipment, vehicular and parking equipment, landscape accessories, site and security lighting, art work (and associated footings, supports, lighting and other accessories), security and pedestrian safety devices, traffic control devices, loading dock equipment, dumpster and recycling areas, and other equipment or improvements appropriate and necessary for the project as determined by the Contract Administrator.
- 2) A phasing plan to delineate the order of the construction and delineating staging and storage areas, temporary buildings or structures, temporary utilities, other temporary constructions, construction access (including parking

and delivery locations), haul routes, site barriers, traffic control devices, and other area designations and protective measures to control and separate staff and the public from construction activities and traffic.

- 3) Landscape plans and detailing including: a plant list clearly referenced and targeted, details for shrub and tree plantings, identification of plants and trees to remain (with associated plans and details of their protection, maintenance and care during the project), identification of plants to be removed or relocated (including details and specifications for their preparation, replanting, maintenance or disposal), and other necessary documentation to ensure healthy and vigorous plant growth.
- 4) Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation systems and irrigation requirements for plant materials provided or retained on site during the project.
- 5) Full floor plans including:
 - a. All dimensions and any target notes explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.
 - b. Note all chases and delineate all rainwater leaders.
 - c. Show structural tie columns and coordinate with the floor plan.
 - d. Target interior elevations.
 - e. Delineate and note all built-in cabinetry or equipment.
 - f. Identify room and door numbers with all spaces and doors having individual numbers.
- 6) Demolition Plans: Indicate required demolition activities.
 - a. Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.
 - b. Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.

- c. Include notes dealing with repair of existing areas as a result of demolition.
 - d. Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.
 - e. Provide detailing for protective barriers and safeguards (indoor and outdoor) to provide separation of construction activities and protection of County's existing facilities.
- 7) Building elevations developed further than at the Design Development Phase and including delineation of building joints (including dimensionally located stucco control joints), expansion joints, material locations, elevation heights, color scheme, special finishes, and other building features.
- 8) Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to further delineate solutions for connections.
- 9) Reflected ceiling plans indicating ceiling types, heights, light fixture types, speakers, outlets, alarms, mechanical diffuser locations, sprinkler heads (if area includes sprinklers) and any other ceiling mounted device, equipment, fixture and/or finish. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable Sub-consultants.
- 10) Roof plans:
- a. Indicating all roof penetrations, including drains, scupper, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints, curbs, and other roof accessories.
 - b. Provide dimensions to locate the items noted previously, and show detail targets where necessary to reference detailed drawings elsewhere in the drawings.
- 11) Building Sections and Large scale wall sections as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide larger scale detailing to delineate solutions for connections.

- 12) Interior elevations of all room designs (where those rooms house casework, built-in furniture, variations in material finishes, wall mounted equipment or specialty items, graphics, artworks, plumbing, mechanical or electrical fittings, fixtures or equipment, or other improvement that cannot be shown as a standard detail for several similar rooms) including detail targets referencing cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and accessories.
- 13) Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.
- 14) Details of the following:
 - a. Door jamb, head and sill conditions including delineation of required fire ratings for assemblies and components, electrical power requirements and connections to fire alarm, security and other building automation systems within the project or the existing facility.
 - b. Wall and partition types including identification of rated assemblies and product limitations and tolerances relative to those ratings.
 - c. Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
 - d. Interior signage to include room and building identification, directional signage, directories, emergency exiting and equipment signs, occupancy and other code mandated signage, and any other items pertinent to the identification of the project. Coordinate and delineate electrical connections and power requirements.
 - e. Interior or exterior expansion control connections and related flashings, cover plates, applied sealants, etc..
 - f. Any other specialized items necessary to clearly express the intent of the project design.
- 15) Room finish, door and window schedules coordinated with the floor plans developed beyond the Design Development Phase.

16) Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

17) Mechanical Drawings:

- a. Provide double line duct work layout and HVAC equipment layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- b. Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, fixture schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- c. Provide 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc..

18) Electrical: Provide drawings for the following systems:

- a. Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer printout for all indoor typical indoor spaces and parking lots.
- b. Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including master clock, intercom, fire alarm, cable television, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.
- c. Panel schedule may be in preliminary form but circuitry must be included.
- d. Applicable installation details.
- e. General legend and list of abbreviations.
- f. Voltage drop computation for all main feeders.
- g. Short circuit analysis

- h. Provide 1/2" scale floor plan and wall elevations for all electrical rooms.
- i. Indicate surge protector for main switchboard and electrical panels.

19) Updated Furniture and Equipment Plans and Furniture and Equipment Schedules indicating "In Contract" and "Not In Contract" furniture and equipment items, loose furniture and systems furniture and their location within facility.

(D) Progress construction specifications:

- 1) Provide preliminary Project Manual including front end documents. Completion of fill-in items in Bidding documents and other "Division 0" documents are not required.
- 2) Provide a preliminary Division 1 based upon the standard documents provided by the Contract Administrator and edited by Consultant after consultation with the Contract Administrator to establish project specific requirements.
- 3) Include progress set of all other Sections in all Divisions with each section developed to demonstrate to the Contract Administrator an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.
- 4) Specification sections shall be organized to follow the Construction Specification Institute's (CSI) 2010 or later edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

(E) An updated Project Development Schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, County occupancy, and all other significant Project events. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.

(F) Colorboards illustrating the selection of colors, finishes, textures and aesthetic qualities of all basic building finish materials for final review and approval by the Contract Administrator and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

(G) A letter from Consultant and each of the major technical disciplines and any necessary Subconsultants or explaining how each previous comment concerning the project have been addressed and/or corrected.

3.04.03 Consultant shall make all changes to the documents as required by the Contract Administrator's review of the documents and resolve all questions of constructability, code compliance, compliance with Contract Administrator standards, or other issues raised by the Contract Administrator during its review of the documents. The Contract Administrator will retain the documents submitted at this phase.

3.05 80% Construction Documents Submittal:

3.05.01 Consultant shall make a 80% Construction Documents submittal, for approval by the Contract Administrator, which shall include the following:

(A) "Project Transmittal Form" as required by County's Construction Management Division.

(B) Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms and associated Heat Load Calculations. Submit five (5) copies signed and sealed by a State of Florida registered design professional with 80% Contract Documents submittal.

(C) Drawings:

- 1) Site Plan(s) and detailing which, in addition to the Phase II requirements, indicate:
 - a. Legal description, property lines, location of applicable easement lines, setback lines, other restrictive lines or limits, existing site features or amenities to remain, limits of Work area, locations of temporary structures, and staging areas and related Contractor facilities for use during execution of the Work.
 - b. Site Demolition plans.
 - c. Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, or any other areas pertinent to the drainage of rainwater.
 - d. Location of storm water and roof drainage systems, including catch basins, retention areas, piping, culverts, control devices and other system components.
 - e. Parking lot lighting poles location and type.

- f. Final location for maintenance access holes, pull boxes, etc.
 - g. Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, computer networking, television, telephone, radio (or other communications systems, antennas, etc.), security, control and spares).
 - h. Details of all curbing, typical parking spaces (regular and accessible), accessibility ramps and curb cuts, light fixtures, flagpole and fence foundations, and any other site improvement or condition pertinent to the scope of work.
 - i. Plans and details of new site equipment or furnishings including site improvements and equipment, pavements, shelters, accessory structures, signage and kiosks, planters, seating areas and other site furniture, bookdrops, postal equipment, vehicular and parking equipment, landscape accessories, site and security lighting, art work (and associated footings, supports, lighting and other accessories), security and pedestrian safety devices, traffic control devices, loading dock equipment, dumpster and recycling areas, and other equipment or improvements appropriate and necessary for the project as determined by the Contract Administrator.
- 2) A phasing plan to delineate the order of the construction and delineating staging and storage areas, temporary buildings or structures, temporary utilities, other temporary constructions, construction access (including parking and delivery locations), haul routes, site barriers, traffic control devices, and other area designations and protective measures to control and separate staff and the public from construction activities and traffic.
- 3) Landscape plans and detailing including: a plant list clearly referenced and targeted, details for shrub and tree plantings, identification of plants and trees to remain (with associated plans and details of their protection, maintenance and care during the project), identification of plants to be removed or relocated (including details and specifications for their preparation, replanting, maintenance or disposal), and other necessary documentation to ensure healthy and vigorous plant growth.
- 4) Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation systems and irrigation requirements for plant materials provided or retained on site during the project.

- 5) Full floor plans including:
 - a. All dimensions and any target notes explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.
 - b. Note all chases and delineate all rainwater leaders.
 - c. Show all structural components and coordinate with the floor plans.
 - d. Target interior elevations.
 - e. Delineate and note all built-in cabinetry or equipment.
 - f. Identify room and door numbers with all spaces and doors having individual numbers.
- 6) Demolition Plans: Indicate required demolition activities.
 - a. Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.
 - b. Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.
 - c. Include notes dealing with repair of existing areas as a result of demolition.
 - d. Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.
 - e. Provide detailing for protective barriers and safeguards (indoor and outdoor) to provide separation of construction activities and protection of County's existing facilities.
- 7) Building elevations developed further than at the 50% Construction Documents Submittal and including delineation of building joints (including dimensionally located stucco control joints), expansion joints, material locations, elevation heights, color scheme, special finishes, and other building features.

- 8) Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to further delineate solutions for connections.
- 9) Reflected ceiling plans indicating ceiling types, heights, light fixture types, speakers, outlets, alarms, mechanical diffuser locations, sprinkler heads (if area includes sprinklers) and any other ceiling mounted device, equipment, fixture and/or finish. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable Sub-consultants.
- 10) Roof plans:
 - a. Indicating all roof penetrations, including drains, scupper, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints, curbs, and other roof accessories.
 - b. Provide dimensions to locate the items noted previously, and show detail targets where necessary to reference detailed drawings elsewhere in the drawings.
- 11) Building Sections and Large scale wall sections as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide larger scale detailing to delineate solutions for connections.
- 12) Interior elevations of all room designs (where those rooms house casework, built-in furniture, variations in material finishes, wall mounted equipment or specialty items, graphics, artworks, plumbing, mechanical or electrical fittings, fixtures or equipment, or other improvement that cannot be shown as a standard detail for several similar rooms) including detail targets referencing cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and accessories.
- 13) Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.

- 14) Details of the following:
- a. Door jamb, head and sill conditions including delineation of required fire ratings for assemblies and components, electrical power requirements and connections to fire alarm, security and other building automation systems within the project or the existing facility.
 - b. Wall and partition types including identification of rated assemblies and product limitations and tolerances relative to those ratings.
 - c. Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
 - d. Interior signage to include room and building identification, directional signage, directories, emergency exiting and equipment signs, occupancy and other code mandated signage, and any other items pertinent to the identification of the project. Coordinate and delineate electrical connections and power requirements.
 - e. Interior or exterior expansion control connections and related flashings, cover plates, applied sealants, etc..
 - f. Any other specialized items necessary to clearly express the intent of the project design.
- 15) Room finish, door and window schedules coordinated with the floor plans developed beyond the 50% Construction Documents Submittal.
- 16) Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- 17) Mechanical Drawings:
- a. Provide double line duct work layout and HVAC equipment layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
 - b. Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, fixture schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

- c. Provide 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc..

18) Electrical: Provide drawings for the following systems:

- a. Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer printout for all indoor typical indoor spaces and parking lots.
- b. Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including master clock, intercom, fire alarm, cable television, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.
- c. Panel schedule may be in preliminary form but circuitry must be included.
- d. Applicable installation details.
- e. General legend and list of abbreviations.
- f. Voltage drop computation for all main feeders.
- g. Short circuit analysis
- h. Provide 1/2" scale floor plan and wall elevations for all electrical rooms.
- i. Indicate surge protector for main switchboard and electrical panels.

19) Updated Furniture and Equipment Plans and Furniture and Equipment Schedules Indicating "In Contract" and "Not In Contract" furniture and equipment items, loose furniture and systems furniture and their location within facility.

(D) Progress construction specifications:

- 1) Provide preliminary Project Manual including front end documents. Completion of fill-in items in Bidding documents and other "Division 0" documents are not required.

- 2) Provide a preliminary Division 1 based upon the standard documents provided by the Contract Administrator and edited by Consultant after consultation with the Contract Administrator to establish project specific requirements.
 - 3) Include progress set of all other Sections in all Divisions with each section developed to demonstrate to the Contract Administrator an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.
 - 4) Specification sections shall be organized to follow the Construction Specification Institute's (CSI) 2010 or later edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.
- (E) An updated Project Development Schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, County occupancy, and all other significant Project events. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.
- (F) Colorboards illustrating the selection of colors, finishes, textures and aesthetic qualities of all basic building finish materials for final review and approval by the Contract Administrator and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.
- (G) A letter from Consultant and each of the major technical disciplines and any necessary Subconsultants or explaining how each previous comment concerning the project have been addressed and/or corrected.

3.05.02 Consultant shall make all changes to the documents as required by the Contract Administrator's review of the documents and resolve all questions of constructability, code compliance, compliance with Contract Administrator standards, or other issues raised by the Contract Administrator during its review of the documents. The Contract Administrator will retain the documents submitted at this phase.

3.06 100% Construction Documents Submittal:

3.06.01 Upon 100% completion of the Construction Documents, Consultant shall submit to the Contract Administrator check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by the Contract Administrator. The 100% construction documents shall conform to the Contract Administrator's requirements, all mandatory requirements cited by County's Construction Management Division (or its designated reviewers). Consultant shall, through the Construction Management Division, coordinate project specific requirements with other participating County review agencies (Office of Economic and Small Business Development, Risk Management Division, County Attorney, etc.) and others listed below or having jurisdiction or special interest in the Project.

3.06.02 All documents for this phase shall be provided in both hard copy and in electronic media. The Contract Administrator will approve Phase III documents prior to submittal for permitting or bidding. Phase III contract documents shall be included with the Phase III submittal:

(A) "Project Transmittal Form" as required by County's Construction Management Division.

(B) General Requirements:

- 1) Record Set. This submittal is the official record set and shall be the bid documents.
- 2) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by Consultant and respective Subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge these drawings and the project manual are complete, and comply with the Florida Building Code and pertinent Broward County amendments thereto".
- 3) When requested by the Contract Administrator, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.

- 4) Changes to the Contract Documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Contract Administrator in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
- (C) Drawings: The drawings shall include, in addition to the Phase III 80% document requirements specified above, the following:
- 1) Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.
 - 2) Plans and details including, but not limited to:
 - a. Title sheet utilizing County's Construction Management Division's standard cover sheet format including a table of contents and statement of compliance by the architect and engineer(s) of record.
 - b. Abbreviations and Symbols: Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans. (Alternatively, Consultant may provide a complete, fully coordinated set of abbreviations, material indications, notations and symbols for the entire project following the cover sheet.)
 - c. Information Available to Bidders: Drawing sheets such as surveys, "as-built" drawings, and other graphic material provided and clearly marked as "Information Available to Bidders" shall be provided within the drawing set after coordination with County's Construction Management Division.
 - d. Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
 - e. Civil/Structural sheets including paving; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
 - f. Mechanical sheets including floor plans; elevations, sections; details; riser and other diagrams; kitchen exhaust hoods; and, equipment, fan, fixture and other necessary schedules and drawing information with an indication that the mechanical/electrical systems from the Phase II FEEC/LCCA analysis have been incorporated into the documents.

- g. Electrical sheets including floor plans; sections; elevations; details; riser and other diagrams; fixture, panel and other schedules; and other drawing information with an indication that the mechanical/electrical systems from the Phase II FEEC/LCCA analysis have been incorporated into the documents.
- h. Landscape Architecture, Irrigation, Interior Design, and other Subconsultant prepared sheets including plans, sections, elevations, details, diagram, schedules and other drawing information necessary to communicate the complete and integrated scope of work related to that discipline.

(D) Project Manual. Consultant shall review and coordinate with the Contract Administrator regarding the preparation of the following:

- 1) The necessary bidding information, the bidding forms, the conditions of the contract and Division 1 with respect to the foregoing documents and regarding any other agreements necessary for construction of the project, including documents made necessary by the Bidding Method chosen by the Contract Administrator. However, in no case will Consultant amend or delete items from these documents without prior written approval from Contract Administrator.
- 2) A project specific set of Division 1 specifications based upon guide documents provided by the Contract Administrator (or, in the absence of Contract Administrator guide specification documents, from Consultant's own specifications as previously coordinated with the Contract Administrator), including all schedules, lists and inventories as required to complete the Contract Administrator's guide documents including Contractor's submittal schedules, warranty schedules, salvage schedules, etc.
- 3) Final specification sections for Divisions 00 through 39 (as applicable) organized and formatted for submittal in conjunction with the Phase III 100% construction documents submittal.
- 4) Approved alternate bid items, if required and authorized by the Contract Administrator, to bring the project within the Fixed Limit of Construction Cost (FLCC) which would permit Contract Administrator in its sole discretion to accept or reject portions of the construction of the Project.

(E) An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.

(F) A letter from Consultant and each of the major technical disciplines and any necessary Subconsultants explaining how each previous review comment (as generated by the Contract Administrator and/or other reviewing agencies) concerning the project have been addressed and/or corrected.

3.06.03 If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to County).

3.06.04 If, in the Contract Administrator's sole opinion, the project merits a construction documents phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize Consultant to obtain those independent cost estimating services as an Optional Service expense. If an estimate or cost analysis was required the Contract Administrator for a previous phase of the project, Consultant shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator

3.06.05 Consultant shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the Contract Administrator. Upon final approval by the Contract Administrator Consultant shall furnish three record copies, duly signed and sealed by the Florida registered design professionals responsible for their preparation, of all Drawings, Specifications and other documents required during this project phase to the Contract Administrator without additional charge.

3.06.06 Consultant shall, with the Contract Administrator's assistance, file the required documents for approval by governmental authorities having jurisdiction over the Project (including Broward County and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project) and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of Phase IV and early enough to ensure that the eventual contractor is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency. Consultant (and pertinent Subconsultants) shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.

(A) Consultant (and pertinent Subconsultants) shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by other jurisdictional agencies. Consultant shall submit documents, attend meetings and provide other support as necessary to fully participate in any submittals,

resubmittals, review meetings, presentations or negotiations required to obtain jurisdictional approval for the project.

(B) Any changes to the project drawings or project manual or other supporting document made necessary by jurisdictional reviews shall be made by Consultant (and pertinent Subconsultants) at no additional cost to County.

3.06.07 Staff from each of Consultant's major technical disciplines and Subconsultants as necessary shall attend coordination, review and presentation meetings with the Contract Administrator to explain the development of the design concept and technical resolution of their respective building or site systems for the Phase III 50%, Phase III 80% and Phase III (100%) Submittals.

3.06.08 The Contract Administrator's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve Consultant of any responsibility for their accuracy, adequacy and completeness.

3.07 Phase IV - Bidding and Award of Contract

3.07.01 **Bid Documents Approvals and Printing:** Upon obtaining all necessary approvals of the Construction Documents, approval by the Contract Administrator of the latest Statement of Probable Construction Cost, and a specific Notice to Proceed with the Bidding and Award phase of the project, Consultant shall assist the Contract Administrator in obtaining bids and awarding construction contracts. Bidding and award of the construction contract may take two alternative forms: 1) a Conventional Bidding Scenario or 2) a Negotiated Agreement as further detailed below.

Construction Award Option 1: Conventional Bidding

The following optional Bidding and Award of Contract Services as described below in Articles 3.08.02 through 3.08.16 Are Are Not a part of this Agreement's Basic Services.

3.07.02 Consultant shall assist the Contract Administrator in the preparation of bidding information (or information required to accommodate an alternative project delivery method as may be determined by the Contract Administrator). Consultant will utilize the Contract Administrator's Standard Form Construction Documents (or a standard document provided by the Contract Administrator for alternative construction delivery) for this project and agrees to verify and utilize the latest edition of those documents at the time of Bidding. Any deviation from the Standard Form Construction Documents must be approved in advance by County's Office of the County Attorney.

- 3.07.03 Consultant shall coordinate bidding activities as necessary with those County agencies having non-technical review authority. These agencies include, but are not limited to, the Small Disadvantaged Business Enterprise Office, Risk Management Division, Purchasing Division, and the County Attorney's Office.
- 3.07.04 NOT USED.
- 3.07.05 Consultant shall provide to the Contract Administrator two (2) reproducible copies of the bidding documents, including all drawings and specifications. The Contract Administrator will be responsible for printing the bidding documents. The Contract Administrator reserves the right to instruct Consultant to have the bidding documents (including drawings and specifications) printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through Consultant.
- 3.07.06 County will issue the Bid Documents to prospective bidders and keep a complete "List of Bidders." The Advertisement for Bids will instruct the bidders to pick up the Bid Documents at County's Purchasing Department or alternative location.
- 3.07.07 Consultant shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Contract Administrator.
- 3.07.08 Consultant shall attend pre-bid conferences as scheduled by the Contract Administrator.
- 3.07.09 Consultant shall prepare addenda, if any are required, for the Contract Administrator to issue to all prospective bidders. No addenda shall be issued without the Contract Administrator's approval and if dimensional changes or extensive graphic changes are required the full drawing sheets shall be revised and issued as addendum drawings.
- 3.07.10 Consultant shall be present at the bid opening, with County's staff.
- 3.07.11 Consultant shall participate with Contract Administrator in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.
- 3.07.12 Consultant shall advise and consult with Contract Administrator in awarding and assisting in the preparation of any agreements necessary for the construction of the project, including, without limitation, that form of agreement between County and Contractor.

- 3.07.13 If the lowest responsive Base Bid received exceeds County's funds available for the Project, the Contract Administrator will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct Consultant to revise the Project scope or quality, or both, as approved by the Contract Administrator, and rebid the Project, or (D) suspend or abandon the Project.
- 3.07.14 Under Article 3.07.13(C) above Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost. The providing of such service shall be the limit of Consultant's responsibility in this regard and having done so, Consultant shall be compensated in accordance with this Agreement. The Contract Administrator may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 3.07.09(C) above. The Contract Administrator agrees to discuss this issue with Consultant prior to exercising this option.
- 3.07.15 Consultant shall provide assistance to the Contract Administrator as necessary to alleviate bid protests or other impediments to award of the construction contract.
- 3.07.16 If, in the Contract Administrator's sole opinion, the project merits a bidding & award phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize Consultant to obtain those independent cost estimating services as an Optional Service expense. If an estimate or cost analysis was required the Contract Administrator for a previous phase of the project, Consultant shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.
- 3.08 Phase V - Administration of the Construction Contract:**
- 3.08.01 The Construction Phase will begin with County's award of the Construction Contract (to a Contractor, Managing General Contractor other alternately selected construction entity) and will end when the Contractor's final Payment Certificate is approved by the Contract Administrator. During this period, Consultant shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between County and the Contractor.
- 3.08.02 Consultant, as the representative of the Contract Administrator during the Construction Phase, shall advise and consult with the Contract Administrator and shall have authority to act on behalf of the Contract Administrator within the limits established by this Agreement and the Contract Documents. Consultant shall contemporaneously provide Contract Administrator with faxed copies of all

communications between Consultant and Contractor and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project. Documents or materials which cannot be faxed to the Contract Administrator shall be delivered to the Contract Administrator within 24 hours of receipt or generation by Consultant.

3.08.03 Consultant and Consultant's respective Subconsultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of at least one site visit per week will be required by Consultant. In addition to the required weekly site visit, Consultant shall make additional site visits as required to ascertain the progress and quality of the Contractor's installation or construction of key building systems, assemblies and components, attend pre-installation conferences and other site meetings as established by the Contract Documents, and to assist the Contract Administrator as requested in other site related administration of the Contract. The Subconsultant(s) will be required to visit the site at least once a week when their respective portion of the work is in progress.

(A) Consultant shall visit the site at least once per week on an ongoing periodic basis to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. Consultant shall coordinate the timing of these visits with the Contract Administrator's Representative so as to permit joint observations of the progress of the Work and discussions about Project issues. On the basis of on-site observations as a Consultant, Consultant shall keep Contract Administrator informed of the progress and quality of the Work. Consultant shall promptly submit to Contract Administrator a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with contractor, subcontractors of any tier or suppliers.

(B) Consultant shall, based upon its on-site visits, promptly report to the Contract Administrator any defects and deficiencies in the Work coming to the attention of Consultant and shall endeavor to guard County against defects and deficiencies in the Work. This obligation is not reduced or limited by the fact that others, such as County's staff, are undertaking inspection for or on behalf of County. Consultant shall make on-site observations utilizing the same personnel over the course of the Work and shall, if requested by the Contract Administrator, replace personnel whom the Contract Administrator has found to be incompetent or to whom the Contract Administrator otherwise reasonably objects.

(C) Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

- 3.08.04 Consultant shall at all times have access to the Work where ever It Is In preparation or progress. Consultant and the Subconsultants shall review and advise the Contract Administrator as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition the Contract Administrator may at its discretion require Consultant and all Subconsultants to regularly submit additional written materials or forms to the Contract Administrator relating to or regarding the Project or its progress.
- 3.08.05 Consultant shall assist the Contract Administrator in determining the amounts owing to contractor based on observations at the site and on evaluations of Contractor's Applications for Payment and shall certify Certificates for Payment in such amounts as provided in the Contract Documents and in such form as the Contract Administrator may request. The certification of a Certificate for Payment shall constitute a representation by Consultant to the Contract Administrator, based on Consultant's observations at the site and on the data comprising Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is in substantial accordance with the contract documents (subject to an evaluation of the Work for substantial conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that Contractor is entitled to payment in the amount certified. However, the certification of a Certificate for Payment shall not be a representation that Consultant has made any examination, other than information which has come to Consultant's attention, to ascertain how and for what purpose Contractor has used the moneys paid by County.
- 3.08.06 All interpretations and advisory decisions of Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter Consultant shall endeavor to secure faithful performance by both County and Contractor, and shall not show partiality to either.
- 3.08.07 Consultant shall have authority to recommend rejection of Work which does not conform to the Contract Documents. Consultant shall not have authority to stop the Work without approval of the Contract Administrator. Whenever, in Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, Consultant may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed, but Consultant shall take such action only after consultation with the Contract Administrator. Consultant's monitoring of such additional special testing or inspections is a part of the Basic

Services. Contract Administrator shall furnish all such tests inspections and reports that are required by law or by the Contract Documents or that it has previously approved in writing, without waiving its right to reimbursement from Contractor. However, neither this authority of Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of Consultant to Contractor or other third parties performing portions of the Work.

3.08.08 Consultant shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within twenty (20) days of receipt by Consultant unless the Contract Administrator and Consultant otherwise mutually agree.

(A) Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Consultant shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule. Consultant shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents.

(B) Should Consultant have to reject more than three (3) submittals of shop drawings, product data, samples or other required Contractor submittal due to Contractor's non-compliance, then Consultant shall be due additional services for each subsequent review. Fees for such additional services shall be negotiated by Contract Administrator as Optional Services with Consultant according to Article 6 of the Agreement and for an hourly rate not to exceed the average hourly rate for all personnel specified in this Agreement's Exhibit B, Salary Costs.

3.08.09 Consultant shall coordinate with and assist the Contract Administrator concerning Contract Modifications including the development, review, recommendation for approval, and processing of Change Orders and Amendments to the construction contract including County's or other jurisdictional authority's required review of such Contract Modifications for Code Compliance. Consultant shall:

(A) Meet with the Contract Administrator prior to the preparation of CPEAM's, change order items or Amendments to ensure that proposed changes comply with applicable codes.

(B) Reconcile Consultant's analysis of proposed Change Order amounts with an analysis provided by the independent cost estimator and provide the Contract Administrator with a recommendation concerning the respective cost studies.

- (C) Submit written and graphic information documenting proposed changes for formal review by County and municipal or other Jurisdictional agencies for code compliance and any necessary permitting.
- (D) Consultant shall review and indicate concurrence through signing CPEAM forms, change orders and Amendments for County's authorization in accordance with the Contract Documents, shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the Intent of the Contract Documents. Such minor changes shall be effected by written order issued through Contract Administrator. The Basic Services shall include providing recommendations concerning proposed change orders and minor changes, and the preparation and processing of change orders and construction change directives.
- (E) Consultant shall process, prepare and issue request for proposals and other contract modification documents in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed 21 days. Consultant shall provide written notification to the Contract Administrator concerning those modification documents requiring more than 21 days processing time with an attached explanation of the circumstances requiring longer processing time.
- (F) All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of County.

3.08.10 Consultant shall conduct thorough site observations, make recommendations and otherwise assist Contract Administrator in determining the dates of substantial completion and final completion, shall review, approve and forward to the Contract Administrator for the Contract Administrator's review, written warranties and related documents required by the Contract Documents and assembled by Contractor, and shall certify a final certificate for payment. At substantial completion, Consultant shall prepare a punch list of observed items requiring correction, completion or replacement by Contractor. Consultant shall administer the Contractor's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. Consultant and the Subconsultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of County's personnel as required by the Contract Documents. Consultant shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.

- 3.08.11 Consultant shall review, approve and/or certify Contractor's submittal of as-built survey documentation, (including Computer Aided Design (CAD) and/or other hardcopy or electronic media documents) as may be required by jurisdictional agencies with authority over the project.
- 3.08.12 Consultant shall within sixty (60) days of final acceptance provide the Contract Administrator with prints and electronic media copies of the original drawings, which Consultant has revised to conditions based on information furnished by the Contractor (redlined prints and other "as-built" information) as Project Record Documents. The Contractor's original marked drawings shall be submitted to the Contract Administrator with the updated prints and electronic media files prepared by Consultant. These prints and electronic media copies shall become the property of County. Submittal of these documents to the Contract Administrator is a condition of final payment to Consultant. Electronic media shall comply with Attachment 1, Electronic Media Submittal Requirements below.
- 3.08.13 Consultant shall provide the service of a Special Inspector as set forth under the applicable provisions of the Florida Building Code (Latest Edition).

3.09 Phase VI - Warranty Administration and Post-Occupancy Services:

- 3.09.01 For one year following substantial completion of the Project, Consultant shall assist the Contract Administrator, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Contract Administrator and report observed discrepancies to Contract Administrator and Contractor.
- 3.09.02 Consultant, with Subconsultants who contributed to the design of the Project, shall participate in a Post-Occupancy Walkthrough and Evaluation which will be scheduled by County's Construction Management Division at a time subsequent to the eleventh month warranty inspection specified above. During this Walkthrough and Evaluation, Consultant shall:
- (A) Assist the Contract Administrator in reviewing the built Project on site;
 - (B) Participate in and assist County's Construction Management Department in conducting interviews with principal building occupants and users;
 - (C) Generate written commentary concerning the relative success or failure of the facilities design; specified materials, equipment and systems; the project's design, bidding and construction process; construction cost, schedule and quality concerns that affected the project, the effectiveness of administrative and managerial procedures utilized by County, Consultant and the Contractor, and

recommendations concerning future design and construction of the same or similar building types.

(D) Assist County's Construction Management Division in preparing and distributing a Post-Occupancy Evaluation Report that presents the findings and recommendations generated during the Post-Occupancy Walkthrough and Evaluation.

(E) Participate in presentations of the Post-Occupancy report as required to the Broward County Board of County Commissioners, County Administrator, the Contract Administrator and/or the public as required.

3.09.03 Consultant shall assist the Contract Administrator in coordinating and supervising vendor delivery and set-up of those "not-in-contract" furniture and equipment items.

4.01 Optional Services:

Optional Services indicated with a checked box () are incorporated into this Agreement as a BASIC SERVICE.

4.01.01 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Agreement, and if authorized in advance by an appropriate written authorization, will be compensated for as provided under Article 5:

- (A) Providing financial feasibility, or other special studies.
- (B) Masterplanning or providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.
- (C) Providing services to make measured drawings of the existing site or facilities.
- (D) Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by County.
- (E) Providing any additional or special professional services as may be required for the project not within this Agreement.
- (F) Providing the services of one or more full-time on-site representative during construction; including the services of a Special Threshold Inspector.

- (G) Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of County's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.
- (H) Providing consultation concerning replacement of any Work damaged or built inconsistent with the Contract Documents, providing the cause is found by the Contract Administrator to be other than by fault of Consultant.
- (I) Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- (J) Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Contract Administrator, when so directed in writing by Contract Administrator, provided, however, that no compensation for Additional Services shall be paid for revisions which may be required when due to errors or omissions by Consultant or when due to the fact that the lowest Bona Fide construction bid exceeds the 'fixed limit of construction cost'.
- (K) Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any other entity engaged with the construction of the Work.
- (L) Preparing change orders and related documents required by changes (whether increases or decreases) in the scope of the project as requested by the Contract Administrator for unforeseen conditions and Contract Administrator requested changes only and not for any changes due to the error or omission of Consultant.
- (M) Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- (N) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- (O) Participation in the Contract Administrator's program of Building Commissioning.
- (P) Participation in the Contract Administrator's program of Partnering.

- (Q) Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to County from Consultant in the event the claims are not extensive or In the event the claims are determined by the Contract Administrator to be based upon the failure of Consultant or Subconsultant to properly perform its services or to comply with the provisions of this Agreement.

- (R) Interior Design Services to include the following minimum services at the indicated design phase of the project:
 - 1) Phase I: Schematic Design: Provide preliminary colorboards and interior design sketch perspectives to communicate spatial relationships, preliminary furniture selections, material types and color and texture palette/selections for all finish materials with the Contract Administrator. Provide single copies of preliminary colorboards.

 - 2) Phase II: Design Development:
 - a. Provide detailed Equipment and Furnishing Schedules: In addition to those preliminary furniture and equipment schedules required as Basic Services, provide listing of at least three sources for each furniture type from vendors listed on state and local contracts or purchasing agreements. Provide documentation for each furniture item which includes manufacturer's and/or vendor discounts, installation and freight costs, dimensions, finishes available, furniture features, pricing and furniture lead times.

 - b. Provide Detailed Equipment and Furnishing Drawings: In addition to those layout drawings required as Basic Services, provide elevations, preliminary systems furniture workstation plates and isometric drawings indicating the locations, scale and proposed arrangement of all furniture and equipment items including those that will be provided by the Contractor and those that will be provided by the Contract Administrator or others. Provide a symbols legend and unique identifiers for each piece of furniture or equipment corresponding to those established in the Equipment and Furnishing Schedules described above. Coordinate with Contract Administrator concerning standardized color coding of Equipment and Furnishing drawings necessary to facilitate internal Contract Administrator review and coordination of equipment and furnishings. Ensure that all illustrated furniture items are drawn to manufacturer's dimensions and are not generic templates or blocks which may not accurately reflect the size and configuration of proposed furniture or equipment items.

 - 3) Phase III: Construction Contract Documents Development

- a. Provide Updated Detailed Equipment and Furnishing Drawings and detailed Equipment and Furnishing Schedules indicating "In Contract" and "Not In Contract" furniture and equipment items, loose furniture and systems furniture.
- b. Systems Furniture: Provide systems furniture workstation plate drawings including a Panel Plan (showing panel widths, heights and finishes), a Component Plan and Isometric (indicating all components to be provided within the project with a written description of each component by size, type and quantity and with an Isometric drawing of workstations) and an Electrical Panel Plan (indicating electrical outlets, locations of system power entry, computer data and telephone receptacles).
- c. Loose Furniture and Equipment: Provide updated furniture floor plans indicating loose furniture and equipment items with symbols, legends, notes and indicators required for earlier submittals. Supplement with drawing notations concerning installation.
- d. Colorboards illustrating furniture selections and the selection of colors, finishes, textures and aesthetic qualities of all finish materials for final review and approval by the Contract Administrator and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.
- e. Loose furniture detailed specifications and descriptive data coordinated through County's Purchasing Division (via the Contract Administrator) in sufficient detail to allow procurement through the Purchasing Division:
 1. Manufacturer's Information
 2. Vendor State and Local Contract Listings
 3. Vendor Information
 4. Quantities
 5. Item numbers keying specifications to Furniture Floor Plans
 6. Manufacturer's Model Numbers
 7. Description, size, finishes and other information required to order furniture.
 8. Installation General Notes
- f. Systems furniture detailed specifications and descriptive data coordinated through County's Purchasing Division (via the Contract Administrator) in sufficient detail to allow procurement through the Purchasing Division:

1. Manufacturer's Information
2. Vendor State and Local Contract Listings
3. Vendor Information
4. Quantities
5. Item numbers keying specifications to Furniture Floor Plans
6. Manufacturer's Model Numbers
7. Description, size, finishes and other information required to order furniture.
8. Installation General Notes

4) Phase IV: Bidding and Award of Contracts

- a. Provide assistance to the Contract Administrator's and Purchasing Division's acquisition of furniture, fixtures equipment by participating in pre-bid meetings and assisting with analysis of submitted bids, substitution requests and other administrative matters related to County's procurement process.

5) Phase V: Administration of the Construction Contract

- a. Provide assistance to the Contract Administrator by providing on-site observation of installation of substrate materials, anchorages and other construction items that impact the subsequent placement/installation of furniture/fixtures and equipment.

6) Phase VI: Warranty Administration and Post-Occupancy Services:

- a. Provide direct supervision of the delivery, installation and testing of furniture, fixtures and equipment items. Provide inventory control and shipping verification to Contract Administrator.
- b. Provide Warranty Administration and support for furniture, fixtures and equipment for a minimum one year post-installation period (starting from date installation receives inspection and final acceptance by the Contract Administrator) and extending through any extended or special warranty periods associated with individual furniture, fixture or equipment items.
- c. Participate in Contract Administrator's Post Occupancy Evaluations.

- (S) Renderings: 30 days after receipt of the Notice to Proceed with the Construction Documents Phase, Consultant shall submit several simple studies of proposed perspective drawings for the Project, indicating suggestions for angles of view and general composition of a rendering. Upon approval of a perspective format, Consultant shall execute and submit, with the 100% Construction Documents:

- 1) One (1) 20" x 30" matted, framed and glassed color perspective rendering(s) of the Project.
 - 2) Five (5) smaller 10" x 5" framed color photographic copies of the original rendering(s). (Color xerox copies are not acceptable.)
 - 3) One (1) original and nine (9) duplicate 35 mm color photographic slides mounted in standard cardboard sleeves.
- (T) Color Photography: Consultant shall facilitate the Contract Administrator's selection of a professional architectural photographer. Consultant shall arrange for and participate in the Contract Administrator's: review of photographer's past work, interview(s) with prospective photographers and photographer's tour of subject facilities. Consultant shall assist photographer on day(s) of on-site photography and shall assist the Contract Administrator in selecting photographs for printing. Number of photographs, media and photographer's compensation shall be subject to negotiations conducted with the photographer by Consultant and Contract Administrator.
- (U) If, in the Contract Administrator's sole opinion the project merits a detailed estimate prepared by an independent cost estimator and those services are not previously required as a Basic Service, then Contract Administrator may authorize Consultant to obtain those independent cost estimating services as an Optional Service expense. Such estimate shall consist of a fully detailed estimate of probable construction cost projected to the expected time of bid (or other award of construction services) and containing sufficient detail to provide information necessary to evaluate compliance with the Project Budget set for this project. Format estimate and provide detail matching the organization and content of the project's Outline Specifications complete for Divisions 00 through 48 including all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components. Utilize the 1995 edition of MasterFormat as published by the Construction Specifications Institute to organize the estimate.
- (V) Provide scheduling services to provide CPM schedules or other scheduling formats pursuant to the detail and complexity required by the Contract Administrator.
- (W) Provide 3-D computer modeling and other CADD-related visualization work pursuant to particular project needs of the Contract Administrator.

- (X) Provide physical modeling of proposed facilities, building assemblies or other assemblies or other spaces/facilities pursuant to the particular project needs of the Contract Administrator.

- (Y) Testing Services
 - (1) CONSULTANT shall perform all work identified in this Exhibit "A." The parties agree that the scope of services is a description of CONSULTANT'S obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONSULTANT impractical, illogical, or unconscionable.
 - (2) For all Testing Services rendered under this Agreement, CONSULTANT shall not charge more than the unit prices specified on Exhibit "B-1".
 - (3) CONSULTANT acknowledges and agrees that services under this Agreement are to be requested by COUNTY on an as-needed basis only, and no representation or guarantee is made by COUNTY to CONSULTANT that COUNTY will utilize CONSULTANT'S services exclusively or at all. The scope of professional engineering services to be provided hereunder shall include, but not be limited to, the following testing services outlined in Exhibit B-1:
 - (4) The scope of professional engineering services to be provided hereunder shall include all testing services mentioned in Exhibit B-1.

- (Z) Any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice related directly to design, construction or project administration.

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

Professional Services Agreement
EXHIBIT A, SCOPE OF WORK

**ATTACHMENT 1:
Project Schedule**

Project No: 103534
Project Title: Lauderhill Mall New Transit Facility
Facility Name: Lauderhill Mall New Transit Center

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

| ACTIVITY | DATE REQUIRED OR ESTIMATED TIME PERIOD | |
|------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|
| Phase I: Pre-Design Phase (Programming) & Schematic Design: | | |
| Consultant's Document Preparation & Submittal | 120 Days | <input type="checkbox"/> Undetermined |
| County Review | 14 Days | <input type="checkbox"/> Undetermined |
| Consultant's Document Correction & Re-Submittal | 7 Days | <input type="checkbox"/> Undetermined |
| Phase II: Design Development | | |
| Consultant's Document Preparation & Submittal | 75 Days | <input type="checkbox"/> Undetermined |
| County Review | 14 Days | <input type="checkbox"/> Undetermined |
| Consultant's Document Correction & Re-Submittal | 10 Days | <input type="checkbox"/> Undetermined |
| Phase III: Construction Documents Development | | |
| 50% Construction Documents | | |
| Consultant's Document Preparation & Submittal | 60 Days | <input type="checkbox"/> Undetermined |
| County Review | 14 Days | <input type="checkbox"/> Undetermined |

| | | |
|----------------------------------------------------------------|-----------------|--------------------------------------------------|
| Consultant's Document Correction & Re-Submittal | 10 Days | <input type="checkbox"/> Undetermined |
| 80% Construction Documents | | |
| Consultant's Document Preparation & Submittal | 30 Days | <input type="checkbox"/> Undetermined |
| County Review | 14 Days | <input type="checkbox"/> Undetermined |
| Consultant's Document Correction & Re-Submittal | 10 Days | <input type="checkbox"/> Undetermined |
| 100% Construction Documents | | |
| Consultant's Document Preparation & Submittal | 45 Days | <input type="checkbox"/> Undetermined |
| County Review | 14 Days | <input type="checkbox"/> Undetermined |
| Consultant's Document Correction & Re-Submittal | 10 Days | <input type="checkbox"/> Undetermined |
| Phase IV: Bidding and Negotiation for Award of Contract | 0 Days | <input type="checkbox"/> Undetermined |
| Bid Opening Date: | 0 Days | <input checked="" type="checkbox"/> Undetermined |
| Or | | |
| Board Approval of MGC Agreement | 0 Days | <input type="checkbox"/> Undetermined |
| Phase V: Administration of the Construction Contract | 395 Days | <input type="checkbox"/> Undetermined |
| Substantial Completion Date: | 365 Days | <input type="checkbox"/> Undetermined |
| Final Completion Date: | 30 Days | <input type="checkbox"/> Undetermined |
| Phase VI: Warranty | 365 Days | <input type="checkbox"/> Undetermined |

Professional Services Agreement

EXHIBIT A, SCOPE OF WORK

ATTACHMENT 2:

Electronic Media Submittal Requirements

Preamble

The Contract Administrator will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, County's standard Professional Services Agreements for consultant services require submittal of documents produced on electronic media. The County encourages Building Information Model (BIM) based design and documentation to the maximum extent possible, especially for all major projects including all new construction. For projects utilizing BIM delivery, Consultant will include native format and IFC BIM deliverables at all project milestones, with any supplementary two-dimensional (2D) deliverables to be derived from the model. Further it is the intent of the County to require open-standard facility management data as a project deliverable at all milestones. Requirements for that media are presented below.

Section 1 Definitions and Identifications

The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **BIM**: Building Information Model(ing). BIM is not a specific product or technology, instead it's a collection of software applications designed to facilitate coordination and project collaboration. BIM is also a process for developing design and construction documentation by virtually constructing a building, bridge or other form of infrastructure – before anything is built.
- 1.2 **CAD/CADD**: Computer Aided Design/Computer Aided Design and Drafting. Interchangeably used terms interpreted as 2D, (Two Dimensional) representations in electronic format.
- 1.3 **COBie**: Construction Operations Building Information Exchange specifications as administered through the buildingSMART alliance, National Institute of Building Sciences, Washington, DC. http://www.nibs.org/?page=bsa_cobie.
- 1.4 **Compatible Data**: Data that can be accessed directly by the target BIM or CADD system upon delivery to the County, without further translation or post-processing of the electronic digital data files. It is the responsibility of Consultant to ensure this minimum level of compatibility.

- 1.5 **IFC:** Interoperability Foundation Classes, open sharable standards for building information as defined by the buildingSMART alliance, National Institute of building Sciences, Washington, DC. <http://www.buildingsmart.org/compliance/certified-software>
- 1.6 **LOD:** Level Of Development Specification for Building Information Models. See Attachment 2a – BIM/CADD Standards of Care and the current edition (2015 or later), of the BIMForum LOD Specification for additional information. <http://bimforum.org/lod>
- 1.7 **OmniClass:** OmniClass Construction Classification System (OCCS), is a means of organizing and retrieving information specifically designed for the construction industry. This agreement incorporates Table 23 establishing National Standards for the classification of construction products. Most recent release date May 16, 2012. OmniClass uses MasterFormat and UniFormat as the basis of its Tables wherever possible. <http://www.omniclass.org/about>

Section 2 Electronic Media

2.1 General Requirements:

2.1.1 All Work, including drawings, surveying work, maps, details or other drawing information to be provided in electronic media by Consultant shall be accomplished and developed using Computer-Aided Design and Drafting (CADD), or Building Information Modeling (BIM), or a coordinated combination of both as determined by the Contract Administrator and may also include other software and procedures conforming to the following criteria.

2.2 BIM and CADD Graphic Formats:

2.2.1 Provide all BIM and CADD data in any of the following software formats:

- a. Autodesk, Inc. Revit 2016 or higher.
- b. Autodesk, Inc. AutoCAD release 2016 or higher.
- c. Alternative compatible BIM software formats that conform to the requirements of Section 2.2 of this Attachment if accepted in writing by the County's Contract Administrator.
- d. Alternative compatible CADD software formats that conform to the requirements of Section 2.2 of this Attachment if accepted in writing by the County's Contract Administrator.

2.2.2 BIM data required for Contract submittals shall be provided in native .rvt format as well as .ifc format in conformance with IFC (Industry Foundation Classes) IFC2x4 or higher, as established by the buildingSMART International Alliance for Interoperability. Use of BIM vendor's or systems that incorporate the International Alliance for Interoperability IFC

standard above must be approved in writing in advance by the County's Contract Administrator and comply with this Attachment.

2.2.3 Building Positioning to be accomplished for the intended project site by using "Auto – by Shared Coordinates" process or similar. Obtain State Plane Coordinates from Project survey information and utilize this same positioning process for all BIM files.

2.2.4 CADD data required for Contract submittals shall be provided in native .dwg format or be contained within the structure of the BIM data required in Section 2.2.2.

2.2.5 Copies of all BIM drawing sheets or other CADD submittals intended for hardcopy plotting or printing shall be provided by Consultant and subconsultants in portable document format (pdf). Final document submittals must also include drawing web format (.dwf) electronic media of above.

- a. Consultant must ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files and images, blocks, attribute links, pen settings and all other files external to the drawing itself) are compatible with the Contract Administrator's target BIM and/or CADD system (i.e., BIM and CADD software, platform, database software), and adhere to the standards and requirements specified herein.

2.2.6 Target platform: A personal computer with Windows 7 operating system that meets or exceeds the minimum manufacturer's requirements to operate the version of software utilized for the project.

2.2.7 Any non-graphical database delivered with prepared drawings must be provided in relational database format compatible with Microsoft Access 2013 or higher, or other compatible SQL format database. All database tables must conform to the structure and field-naming guidance provided upon request by the Contract Administrator.

- a. Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.

2.2.8 BIM Content:

- a. Provide all Building Information Modeling (BIM) models in conformance to the General Service Administration's (GSA) "Building Information Modeling Guide 02 -Spatial Program Validation," dated May 21, 2015 or later. Provide space identification, charts and information in conformance with this Guide.
- b. See also Attachment – 2a, BIM/CADD Standards of Care.

2.2.9 CADD Standards:

- a. Standard plotted drawing size: 24 inch x 36 inch sheets.
- b. Coordinate with the Contract Administrator concerning the standard file naming protocol to be utilized.
- c. Drawing Set Organization and Sheet Identification per the United States National CAD Standard - V5. Provide dots in lieu of dashes at all uses.

2.2.10 CADD Layering:

- a. Conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, "CAD Layer Guidelines", 2nd edition or later.
- b. Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities Management and other related information. Obtain latest Contract Administrator specific layering from Contract Administrator prior to production of documents and incorporate into drawings.

2.2.11 Attribute Definitions:

- a. Obtain latest guidance from the Contract Administrator concerning attribute definition, database linking and other information embedding requirements prior to production of documents.

2.2.12 Deviations from Standards:

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

2.3 Non-BIM/CADD Graphic Format:

2.3.1 Provide digital photography files and other miscellaneous graphics in JPEG or PNG format.

2.4 Non-Graphic Format:

2.4.1 Provide word processing files in Microsoft Word 2013 or higher compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

2.4.2 Provide spreadsheet files in Microsoft Excel 2013 or higher for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

2.4.3 Provide database files in relational database format compatible with Microsoft Access 2013 or higher, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

2.5 Delivery Media and Format:

2.5.1 Submit copies of all BIM/CADD data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.

2.5.2 Provide electronic digital data and files on labeled CD or DVD media. Flash drives are acceptable alternatives and shall contain identifying County project information in their disk name. Other media will not be accepted without Contract Administrators approval.

2.5.3 The electronic digital media shall be in the format which can be read and processed by the Contract Administrator's target CADD or BIM system.

2.5.4 The external label for each electronic digital media shall contain, as a minimum, the following information:

- a. The Project Number, Project Title and date.
- b. The Facility Name
- c. The format and version of operating system software.
- d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
- e. A list of the filenames, (a separate sheet will be accepted).

2.5.5 Before a BIM/CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

- a. Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for Contract Administrator's viewing and plotting.
- b. Make sure all reference files are attached without device or directory specifications.
- c. Compress and reduce all design files using PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Contract Administrator and provided to the Contract Administrator with the delivery media.
- d. Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials must be provided to the Contract

Administrator as a part of the electronic digital deliverables.

- e. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
- f. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project.
- g. Document any fonts, tables, or other similar customized drawing element developed by Consultant or not provided among the Contract Administrator-furnished materials. The contractor shall obtain Contract Administrator approval before using anything other than the Contract Administrator's standard fonts, linetypes, tables, blocks, or other drawing elements available from the Contract Administrator.

2.6 Submittals:

2.6.1 Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.

2.6.2 Submit electronic media with a transmittal letter containing, as a minimum, the following information:

- a. The information included on the external label of each media unit (e.g., CD, DVD, flash drive, etc.), along with the total number being delivered, and a list of the names and issue dates of all files on the media.
- b. Confirm that all delivery media are free of known computer viruses and malware. The release or version date of the virus-scanning software shall be the current version that has detected the latest known viruses at the time of delivery of the digital media.
- c. The following "Plot File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal:
 - 1. List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant with the Contract Administrator-furnished materials, and any associated properties.
 - 2. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
 - 3. Recommended modifications which will be necessary to make the data available for GIS use.

2.7 Ownership:

2.7.1 County will have unlimited rights under the Professional Services Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Contract Administrator and

documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright.

2.7.2 Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from Consultant except where otherwise limited within the Contract.

2.7.3 The Contract Administrator will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.

2.7.4 All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.

2.8 Contract Administrator-Furnished Materials to the Construction Contractor:

2.8.1 The Contract Administrator and Consultant may make various electronic information available to the Contractor during the Pre-Construction and Construction phases of the Project. To this end, Consultant shall make the following information available to the Contractor in electronic format:

- a. Work-files: Selected work product files, copies of BIM and/or CAD files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis. Consultant shall cooperate and facilitate the exchange of these electronic media documents.
- b. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media conforming to Section 2.2 of this Attachment.
- c. Where Electronic Project Record Documents are required, Consultant will provide the Contractor one set of contract drawings in an electronic file format conforming to Section 2.2 of this Attachment, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on media in conformance with Section 2.5 of this Attachment.

2.9 Other Digital Information:

2.9.1 A variety of digital information may be generated by participants in the design process including the Contract Administrator, Consultant, Subconsultants, Contractor, subcontractors, the Contract Administrator's commissioning authority, local jurisdictional authorities and other project team members.

2.9.2 Consultant shall facilitate and participate in this digital exchange of information by conforming to the standards expressed above.

End of Attachment 2: Electronic Media Submittal Requirements

Professional Services Agreement

EXHIBIT A, SCOPE OF WORK ATTACHMENT 2a: BIM/CADD Standards of Care

General Provisions.

The Model shall be developed to include the systems described below as they would be built, the processes of installing them, and to reflect final as-built construction conditions. The deliverable Model at all phases shall be developed to include as many of the systems described below as are necessary and appropriate to the design stage. The BIM Model shall be provided in an editable form and from its inception shall include automatic model positioning using a common reference point (Point of Origin), based on "Florida State Plane Coordinates" derived from the project survey.

The Model shall be developed using Building Information Modeling ("BIM") supplemented with Computer Aided Drafting and Design ("CADD") content as necessary to produce a complete set of Construction Documents.

The following Level of Development (LOD) descriptions are summaries of Level Of Development Specification for Building Information Models as developed by BIMForum. (<http://bimforum.org/lof>), current edition (2014 or later). The LOD identifies the specific content requirements and associated authorized uses for each Model Element at six progressively detailed levels of completeness. Each subsequent LOD builds on the previous level and includes all the characteristics of previous levels.

The parties shall utilize the appropriate Levels of Development (LOD) described below in completing the Model, which establishes the required LOD for each Model Element at each phase of the Project. The following list is a simplified summary of the adopted Levels of Development:

- 100 – Conceptual symbols
- 200 - Approximate geometry, Generic systems
- 300 - Precise geometry with clearances
- 350 - Precise geometry interfaces, clash detection with subcontractor input.
- 400 – Fabrication/Installation Detail (shop drawings)
- 500 - As-built field verification

LEVEL OF DEVELOPMENT (LOD) – EXPANDED DESCRIPTIONS

LOD 100: Schematic Phase (Basic Service)

Model Content Requirements: Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.

Potential Uses

- a. Analysis: The Model may be analyzed based on volume, all spaces, area and orientation by application of generalized performance criteria assigned to the representative Model

Elements.

- b. **Cost Estimating:** The Model may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, etc.).
- c. **Schedule.** The Model may be used for project phasing and overall duration.

LOD 200: Design Development Phase (Basic Service)

Model Content Requirements: Model Elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements. Partitions and simple furniture models shall be included at this phase.

Potential Uses

- a. **Analysis.** The Model may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.
- b. **Cost Estimating.** The Model may be used to develop cost estimates based on the approximate data provided and conceptual estimating techniques (e.g., volume and quantity of elements or type of system selected).
- c. **Schedule.** The Model may be used to show ordered, time-scaled appearance of major elements and selected systems.

LOD 300: Construction Document Phase 75% & 100% (Basic Service)

Model Content Requirements: Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

Facility Management information: Consultant will be required to input all new products installed under the scope of work for this project in conformance with an agreed upon list in Omniclass Table 23 format per Table 1 herein. County and Consultant to meet to refine the scope of the COBie information following Issuance of the Schematic Phase NTP.

Potential Uses

Suitable for the generation of traditional construction documents and shop drawings.

- a. **Analysis.** The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
- b. **Cost Estimating.** The Model may be used to develop cost estimates based on the specific data provided and industry estimating techniques.
- c. **Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.
- d. **Clash Detection.** The Model may be used to identify architectural and engineering conflicts for primary systems and elements. Areas of study include

HVAC ductwork and equipment, structural elements, above ground plumbing and drainage piping, fire sprinklers and risers,

LOD 350: Construction Phase (Contractor to provide this LOD using Consultants model unless County elects Consultant to provide as Optional Service)

Model Content Requirements: Model Elements are modeled as constructed assemblies actual and accurate in terms of size, shape, location, quantity, and orientation. Clearances and access requirements to be included in model elements where applicable, (e.g. VAV access, HVAC access panels, equipment door swings, maintenance panel access, etc.). Non-geometric information may also be attached to modeled elements.

Facilities Management information: Consultant to provide complete BIM model(s) to Contractor for its use containing Construction Operations Building Information Exchange (COBIE) standards in conformance with Table 1 herein. Contractor to complete COBIE information in accordance with LOD 500.

Potential Uses

- a. **Clash Detection.** The model may be used to coordinate the configuration, installation and positioning of all building elements.
- b. **Facility Management.** The Model may be utilized for maintaining, altering, and adding to the Project. Update and confirm preliminary COBie data.
- c. **Analysis.** The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
- d. **Cost Estimating.** The Model may be used to develop cost estimates due to change in project scope based on the specific data provided and estimating techniques.
- e. **Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.

Detailed BIM Delivery Breakdown for Level 300 and 350:

1. **Architectural/Interior Design.** The Architectural systems Model may vary in level of detail for individual building elements, but at a minimum the model must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include:
 - a. **Spaces.** The Model shall include spaces defining actual net square footage and net volume, and holding data to develop the room finish schedule including room names and numbers. Include program information to verify design space against programmed space, using this information to validate area quantities.
 - b. **Walls and Curtain Walls.** Each wall shall be depicted to the exact height, length, width, materiality and ratings (thermal, acoustic, fire) to properly reflect wall types. The

- Model shall include all walls, both interior and exterior, and the necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.
- c. **Doors, Windows and Louvers.** Doors, windows and louvers shall be depicted to represent their actual size, type and location. Doors and windows shall be modeled with the necessary intelligence to produce accurate window and door schedules.
 - d. **Roof.** The Model shall include the roof configuration, drainage system, penetrations, specialties, and the necessary intelligence to produce accurate plans, building sections and wall sections where roof design elements are depicted.
 - e. **Floors.** The floor slab(s) shall be developed in the Structural Model and then referenced by the Architectural Model.
 - f. **Ceilings.** All heights and other dimensions of ceilings, including soffits, ceiling materials, or other special conditions shall be depicted in the Model with the necessary intelligence to produce accurate plans, building sections and wall sections where ceiling design elements are depicted.
 - g. **Vertical Circulation.** All continuous vertical components (i.e., non-structural shafts, architectural stairs, handrails and guardrails) shall be accurately depicted and shall include the necessary intelligence to produce accurate plans, elevations and sections in which such design elements are referenced.
 - h. **Architectural Specialties.** All architectural specialties (i.e., toilet room accessories, toilet partitions, grab bars, lockers, and display cases) and millwork (i.e., cabinetry and counters) shall be accurately depicted with the necessary intelligence to produce accurate plans, elevations, sections and schedules in which such design elements are referenced.
 - i. **Signage.** The Model shall include all signage and the necessary intelligence to produce accurate plans and schedules.
 - j. **Schedules.** Provide door, window, flooring, wall finish, and signage schedules from the Model, indicating the type, materials and finishes used in the design.
2. **Furniture.** The furniture Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing, and have necessary intelligence to produce accurate plans. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Representation of furniture elements is to be 3D. Examples of furniture include, but are not limited to, desks, furniture systems, seating, tables, and office storage.
- a. **Furniture Coordination.** Furniture that makes use of electrical, data or other features shall include the necessary intelligence to produce coordinated documents and data. Models shall be sufficient to enable their use to demonstrate complete furniture mounted electrical and data installation locations.
3. **Equipment.** The Model may vary in level of detail for individual elements. Equipment shall be depicted to meet layout and clearance requirements with the necessary intelligence to produce accurate plans and schedules, indicating the configuration, materials, finishes,

mechanical, electrical requirements and all other related utilities. Examples of equipment include but are not limited to copiers, printers, refrigerators, ice machines, microwaves, and equipment specifically related to the operations and functions of the facility.

- a. Schedules. Provide furniture and equipment schedules from the model indicating the materials, finishes, mechanical, and electrical requirements.
4. **Structural** The Structural systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include:
- a. **Floor Slabs**. Structural floor slabs shall be depicted with all necessary recesses, curbs, pads, closure pours, and major penetrations accurately depicted. Major penetrations shall include A/C duct chases and pipes larger than 6" dia. only.
 - b. **Structural Steel**. All steel columns, primary and secondary framing members, and steel bracing for the roof and floor systems (including decks), including all necessary intelligence to produce accurate structural steel framing plans, related building/wall sections, and schedules.
 - c. **Cast-In-Place Concrete**. All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting cast-in-place concrete elements.
 - d. **Precast/Tilt up/CMU**. All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting such elements.
 - e. **Expansion Joints**. Joints shall be accurately depicted.
 - f. **Shafts**. All shafts, including necessary intelligence to produce accurate plans and building/wall sections depicting these design elements.
 - g. **Openings and Penetrations**. All major openings and penetrations that would be included on a quarter inch (1/4"=1'0") scaled drawing.
5. **Mechanical**. The Mechanical systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1-1/2" NPS) field-routed piping is not required to be depicted in the Model. Additional minimum Model requirements include:
- a. **HVAC**. All necessary heating, ventilating, air-conditioning and specialty equipment, including air distribution for supply, return, ventilation and exhaust ducts, control systems, chillers, registers, diffusers, grills, and hydronic baseboards with necessary intelligence to produce accurate plans, elevations, building/wall sections and schedules.
 - b. **Mechanical Piping**. All necessary piping and fixture layouts, and related equipment,

including necessary intelligence to produce accurate plans, elevations, building/wall sections, and schedules.

6. **Plumbing.** All necessary plumbing piping and fixture layouts, floor and area drains, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules.
 - a. **Equipment Clearances.** All Mechanical equipment clearances shall be modeled for use in interference management and maintenance access requirements.
 - b. **Elevator Equipment.** All necessary equipment and control systems, including necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.

7. **Electrical/Telecommunications/Data.** The Electrical and Telecommunications systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1-1/2"Ø) field-routed conduit is not required to be depicted in the Model. Additional *minimum* Model requirements include:
 - a. **Interior Electrical Power and Lighting.** All necessary interior electrical components (i.e., lighting, receptacles, special and general purpose power receptacles, lighting fixtures, panel boards, cable trays and control systems), including necessary intelligence to produce accurate plans, details and schedules. Lighting and power built into furniture/equipment shall be modeled.
 - b. **Special Electrical.** All necessary special electrical components (i.e., security, mass notification, public address, nurse call and other special electrical occupancy sensors, and control systems), including necessary intelligence to produce accurate plans, details and schedules.
 - c. **Grounding.** All necessary grounding components (i.e., lightning protection systems, static systems, communications, and bonding), including necessary intelligence to produce accurate plans, details and schedules.
 - d. **Telecommunications/Data.** All existing and new telecommunications service controls and connections, both above ground and underground, with necessary intelligence to produce accurate plans, details and schedules. Cable tray routing shall be modeled without detail of cable contents.
 - e. **Equipment Clearances.** All Electrical equipment clearances shall be modeled for use in interference management and maintenance access requirements.

8. **Fire Protection.** The fire protection system Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show

necessary details. Small diameter (less than 1-1/2" NPS) field-routed piping is not required to be depicted in the Model. Additional minimum Model requirements include:

- a. **Fire Alarms.** Fire alarm/mass notification devices and detection system shall be indicated with necessary intelligence to produce accurate plans depicting them.
- b. **Fire Protection System.** All relevant fire protection components (i.e., branch piping, sprinkler heads, fittings, drains, pumps, tanks, sensors, control panels) with necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. All fire protection piping shall be modeled.

LOD 400: BIM for Construction Administration (Optional Service).

LOD 500: BIM for Facility Management (Contractor agreements only).

LOD 500 BIM shall be provided by Contractor or Managing General Contractor (MGC). Contractor or MGC shall submit a fully complete LOD 500 BIM model to the A/E Consultant for the extraction of COBie in Excel format.

Model Content Requirements: Model Elements are modeled as constructed assemblies actual and accurate in terms of size, shape, location, quantity, and orientation. Non-geometric information may also be attached to modeled elements. Facilities Management information completed with all requested information developed to Construction Operations Building Information Exchange (COBIE) and LOD 500 standards.

Potential Uses

- a. **Facility Management.** The Model may be utilized for maintaining, altering, and adding to the Project.
- b. **Project Record Documents.** As-built data accurately portrayed in the BIM model for future reference and reuse.

COBie Data

Within 30 days from the issuance of NTP, during PHASE I - Schematic Design, Testing & Analysis Phase, the County and Consultant shall finalize and select items from the following Omniclass 23 table to establish the basis of COBie elements to be tracked and delivered in the completed model.

| | |
|-------|--------------------------------------------------|
| 23-11 | Products |
| 23-13 | Structural and Exterior Enclosure Products |
| 23-15 | Interior and Finish Products |
| 23-17 | Openings, Passages, and Protection Products |
| 23-21 | Furnishings, Fixtures and Equipment Products |
| 23-23 | Conveying Systems and Material Handling Products |
| 23-27 | General Facility Services Products |
| 23-29 | Facility and Occupant Protection Products |

| | |
|-------|---------------------------------------------------------------|
| 23-31 | Plumbing Specific Products and Equipment |
| 23-33 | HVAC Specific Products and Equipment |
| 23-35 | Electrical and Lighting Specific Products and Equipment |
| 23-37 | Information and Communication Specific Products and Equipment |

Table 1.0 – Selected Excerpt from Omniclass Table 23

End of Attachment 2a: BIM/CADD Standards of Care

Professional Services Agreement
EXHIBIT A, SCOPE OF WORK
ATTACHMENT 3:

Architectural Program

Project No: 103534
Project Title: Lauderhill Mall New Transit Facility
Facility Name: Lauderhill Mall New Transit Center

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

**EXHIBIT A, SCOPE OF WORK
ATTACHMENT 4:**

Preliminary Project Budget

Project No: 103534
Project Title: Lauderhill Mall New Transit Facility
Facility Name: Lauderhill Mall New Transit Center

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

Construction Phase:

Construction:

1. Construction & Contracts
(Including Furniture, Misc Equipment, Security, etc): \$6,000,000
- Construction Phase Total: \$6,000,000**

**EXHIBIT B
SALARY COSTS**

Project Title: Lauderhill Mall New Transit Center
RFP No.: R2114326P1
Consultant Name: Saltz Michelson Architects, Inc.

FILL IN POSITIONS AS APPLICABLE

| TITLE | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|--------------------------|-----------------------------|---|------------|---|------------------------------|
| Principal | | | | | \$250.00* |
| Senior Project Manager | \$50.96 | | 2.94 | | \$149.82 |
| Project Manager | \$44.13 | | 2.94 | | \$129.74 |
| Project Specialist III | \$33.62 | | 2.94 | | \$98.84 |
| Project Specialist II | \$27.58 | | 2.94 | | \$81.09 |
| Project Specialist I | \$21.67 | | 2.94 | | \$63.71 |
| CAD Draftsperson | \$21.67 | | 2.94 | | \$63.71 |
| Designer | \$47.28 | | 2.94 | | \$139.00 |
| Administrative Assistant | \$26.27 | | 2.94 | | \$77.23 |

Multiplier of 2.94 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (113.80%)

FRINGE = HOURLY RATE X FRINGE (53.66%)

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

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

2.94

*Negotiated Rate

**EXHIBIT B
SALARY COSTS**

Project Title: Lauderhill Mall New Transit Center
RFP No.: R2114326P1
Subconsultant Name: Chen Moore & Associates

| TITLE | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|--------------------------------|-----------------------------|---|------------|---|------------------------------|
| Principal | \$85.00 | | 2.93 | | \$249.05 |
| Project Director | \$68.25 | | 2.93 | | \$199.97 |
| Senior Project Manager | \$60.57 | | 2.93 | | \$177.47 |
| Project Manager | \$54.81 | | 2.93 | | \$160.59 |
| Senior Engineer | \$50.84 | | 2.93 | | \$148.96 |
| Senior Construction Specialist | \$48.79 | | 2.93 | | \$142.95 |
| Senior Landscape Architect | \$63.11 | | 2.93 | | \$184.91 |
| Project Engineer | \$46.80 | | 2.93 | | \$137.12 |
| Associate Engineer | \$41.59 | | 2.93 | | \$121.86 |
| Senior Designer | \$37.18 | | 2.93 | | \$108.94 |
| Project Landscape Architect | \$40.38 | | 2.93 | | \$118.31 |
| Associate Landscape Architect | \$25.20 | | 2.93 | | \$73.84 |
| Engineer | \$30.45 | | 2.93 | | \$89.22 |
| Designer | \$31.20 | | 2.93 | | \$91.42 |
| Construction Specialist | \$28.50 | | 2.93 | | \$83.51 |
| Senior Technician | \$28.12 | | 2.93 | | \$82.39 |
| Technician | \$25.20 | | 2.93 | | \$73.84 |
| Administrative Assistant | \$31.24 | | 2.93 | | \$91.53 |
| Intern | \$15.75 | | 2.93 | | \$46.15 |

Multiplier of 2.93 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (137.46%)

FRINGE = HOURLY RATE X FRINGE (28.77%)

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

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

2.93

**EXHIBIT B
SALARY COSTS**

Project Title: Lauderhill Mall New Transit Center
RFP No.: R2114326P1
Subconsultant Name: David Plummer & Associates

FILL IN POSITIONS AS APPLICABLE

| TITLE | MAXIMUM HOURLY RATE (\$/HR) | x | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|----------------------|--------------------------------------|---|------------|---|---------------------------------------|
| Principal | \$100.00 | | 2.77 | | \$277.00 |
| Project Manager | \$58.50 | | 2.77 | | \$162.05 |
| Senior Engineer | \$50.00 | | 2.77 | | \$138.50 |
| Engineer | \$45.00 | | 2.77 | | \$124.65 |
| Technician | \$31.50 | | 2.77 | | \$87.26 |
| Administrative Staff | \$23.50 | | 2.77 | | \$65.10 |

Multiplier of 2.77 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (94.20%)

FRINGE = HOURLY RATE X FRINGE (58.80%)

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

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

2.77

**EXHIBIT B
SALARY COSTS**

Project Title: Lauderhill Mall New Transit Center
RFP No.: R2114326P1
Subconsultant Name: The Spinnaker Group Management, Inc.

FILL IN POSITIONS AS APPLICABLE

| TITLE | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|-----------------------------|-----------------------------|---|------------|---|------------------------------|
| Principal | \$89.73 | | 2.31 | | \$207.28 |
| Senior LEED Project Manager | \$52.20 | | 2.31 | | \$120.58 |
| LEED Project Manager | \$48.90 | | 2.31 | | \$112.96 |
| BEMP PE | \$48.25 | | 2.31 | | \$111.46 |
| Senior Commissioning Agent | \$48.25 | | 2.31 | | \$111.46 |
| Commissioning Agent | \$46.14 | | 2.31 | | \$106.58 |
| Administrative Assistant | \$32.50 | | 2.31 | | \$75.07 |

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100%) Safe Harbor Elected

FRINGE = HOURLY RATE X FRINGE (10%)

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

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

2.31

**EXHIBIT B
SALARY COSTS**

Project Title: Lauderhill Mall New Transit Center
RFP No.: R2114326P1
Subconsultant Name: Willis Construction Consulting, Inc.

FILL IN POSITIONS AS APPLICABLE

| TITLE | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|----------------------|--------------------------------------|---|------------|---|---------------------------------------|
| Chief Estimator | \$60.60 | | 2.31 | | \$140.00 |
| Senior CSA Estimator | \$51.95 | | 2.31 | | \$120.00 |
| CSA Estimator | \$43.29 | | 2.31 | | \$100.00 |
| Senior MEP Estimator | \$51.95 | | 2.31 | | \$120.00 |
| MEP Estimator | \$43.29 | | 2.31 | | \$100.00 |
| Clerical | \$21.64 | | 2.31 | | \$50.00 |

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100%) **Safe Harbor Elected**

FRINGE = HOURLY RATE X FRINGE (10%)

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

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

2.31

**EXHIBIT B
SALARY COSTS**

Project Title: Lauderhill Mall New Transit Center
RFP No.: R2114326P1
Subconsultant Name: Johnson Structural Group, Inc.

FILL IN POSITIONS AS APPLICABLE

| TITLE | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|--------------------------------|-----------------------------|---|------------|---|------------------------------|
| Principal | \$73.00 | | 2.31 | | \$168.63 |
| Licensed Professional Engineer | \$50.70 | | 2.31 | | \$117.12 |
| Project Engineer | \$48.13 | | 2.31 | | \$111.18 |
| CADD Technician | \$45.22 | | 2.31 | | \$104.46 |
| Administration/Clerk | \$19.00 | | 2.31 | | \$43.89 |

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100%) **Safe Harbor Elected**

FRINGE = HOURLY RATE X FRINGE (10%)

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

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

2.31

**EXHIBIT B
SALARY COSTS**

Project Title: Lauderhill Mall New Translt Center
RFP No.: R2114326P1
Subconsultant Name: Delta G Consulting Engineers, Inc.

FILL IN POSITIONS AS APPLICABLE

| TITLE | MAXIMUM HOURLY RATE (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|-------------------|--------------------------------------|---|------------|---|---------------------------------------|
| Principal | | | | | \$250.00* |
| Project Manager | \$52.40 | | 2.31 | | \$121.04 |
| Senior Engineer | \$52.40 | | 2.31 | | \$121.04 |
| Senior Technician | \$45.07 | | 2.31 | | \$104.11 |
| Junior Technician | \$39.30 | | 2.31 | | \$90.78 |
| Drafter | \$28.82 | | 2.31 | | \$66.57 |
| Clerk | \$31.45 | | 2.31 | | \$72.65 |
| Secretary | \$18.34 | | 2.31 | | \$42.37 |

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100%) **Safe Harbor Elected**

FRINGE = HOURLY RATE X FRINGE (10%)

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

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

2.31

*Negotiated Rate

EXHIBIT B-1

SCHEDULE OF TESTING AND INSPECTION UNIT COST
Federal Engineering and Testing, Inc

| Test No. | Current Test | AVG PRICE | UNIT OF MEASURE |
|----------|--------------|-----------|-----------------|
|----------|--------------|-----------|-----------------|

1. Asphalt Concrete

| | | | |
|----|------------------------------------------------|-------|------|
| a. | On-Site Paving Operation Inspection | 55.00 | Hour |
| b. | Densities (nuclear – back scatter method) | 15.00 | Test |
| c. | Core Drilling | 70.00 | Core |
| d. | Cores (measurements and weight per cubic foot) | 70.00 | Test |

2. Concrete Testing

| | | | |
|----|------------------------------------------------------------------|--------|----------------|
| a. | Cylinders: Cast and Tested by Laboratory | | |
| | i Stand 6x 12 Cyl-ASTM C-31, C-617 | 60.00 | Cylinder |
| b. | Concrete Block & Brick (ASTMC140) | | |
| | i Brick, Concrete, Building, ASTM Test | 125.00 | Per test min 4 |
| | ii Block, concrete Masonry Test, ASTM Test | 125.00 | Per test min 4 |
| | iii Block, concrete compression Individual units | 150.00 | Per test min 4 |
| | iv Block, Concrete Absorption Individual Units | 150.00 | Per test min 4 |
| | v Drying Shrinkage Test of Concrete Block ASTM C426 | 70.00 | test |
| | vi Moisture Condition of Concrete Block ATSM C427 (Humidity) | 700.00 | test |
| | vii Block Series-Shrinkage, compression, Absorption and Humidity | 175.00 | test |
| | viii Concrete or Mortar Grout 3"x3"x6", Prism Test | 60.00 | (3/test) |
| | ix Full Block Prisms | 70.00 | /prism |
| | i Compression Test 2" cubes in laboratory | 25.00 | cube |
| | ii Making cubes on field jobs | 55.00 | per hour |

3. Soil

| | | | | |
|----|-----|----------------------------------------------------|--------|------------------|
| a. | | Field Density Test | | |
| | i. | Sand Cone Method AASHTO T-191 | 65.00 | Hour |
| | ii. | Nuclear Meth. AASHTO T-238, 239, ASTM D-2922, 3017 | 15.00 | Test |
| b. | | Moisture Density Test (Proctor) | | |
| | i. | Standard AASHTO T-99, ASTM D-698 | 70.00 | Test |
| | ii. | Modified AASHTO T-180,AST D-1577 | 70.00 | Test |
| c. | | Limerock Bearing Ratio –FDOT | 215.00 | Test |
| d. | | Carbonates per sample on LBR Material | 75.00 | Sample |
| e. | | Organic Content | 35.00 | |
| f. | | Grain Size AASHTO T-27 | 60.00 | Test |
| g. | | Mechanical Analysis ASTM D-422, T-11, T-27 | 60.00 | Test |
| h. | | Soil Classification ASTM D-3282, D-2487 | 70.00 | Test |
| i. | | Sieve Analysis ASTM C-136, FDOT, FAA F-211 | 85.00 | W/hydromete r |
| j. | | Absorption ASTM C-128, ASTM C-127 | 70.00 | Test |
| k. | | Specific Gravity ASTM C-128, ASTM C-127 | 70.00 | Test |
| l. | | Weight per Cubic Feet ASTM C-29 | 70.00 | Test |
| m. | | Material Finer than 200 sieve ASTM C-117 | 70.00 | Test |
| n. | | Liquid Limit ASTM D-4318 | 70.00 | Test |
| o. | | Organic Color Metric ASTM C-117 | 50.00 | Test |

4. Steel

| | | | | |
|----|--|---------------------------------------------------|-------|------|
| a. | | Welding Inspection and Dye Penetrant Well Testing | 65.00 | Hour |
|----|--|---------------------------------------------------|-------|------|

5. Roofing: All test to be performed per Florida Building Code (Latest Edition)

| | | | | |
|----|--|--------------------|----------|---------------------------------------|
| a. | | Visual Inspections | 300.00 | (<10,000sf) \$100/addl. 5,000sf |
| f. | | Bonded Pull Test | 250.00 | Test (min 3 test per roof deck) |
| g. | | Engineer's Report | Included | Hour per report |

06. Fire Proofing: Inspection of Sprayed – On Fireproofing Coating on Structural Steel

| | | | |
|----|---------------------------------------------|--------|----------|
| a. | One day 8 hours | 680 | Day |
| b. | Overtime 1 hour | 127.50 | Per Hour |
| c. | Laboratory Unit Weight Test of Fireproofing | 100.00 | Per Hour |

07. Welding

| | | | |
|----|-----------------------------------------------------------|-------|------|
| a. | AWS Certified Welding Inspector (2 hour minimum) | 65.00 | Hour |
| b. | Structural Steel Shop or Field Inspector (2 hour minimum) | 65.00 | Hour |

EXHIBIT C - LETTERS OF INTENT

FTA/USDOT Funding Supplement

Solicitation No. R2114326P1

EXHIBIT 1: Letter of Intent

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE/ACDBE firm)

| | |
|-------------------------------------------|------------------------------------------------------------------------------------------------------|
| Solicitation Number: R2114326P1 | Project Title: Architectural & Engineering Services for Lauderdale Mall New Transit Center |
|-------------------------------------------|------------------------------------------------------------------------------------------------------|

Bidder/Offeror Name: Saltz Michelson Architects, Inc.

Address: 3501 Griffin Road City: FL Lauderdale State: FL Zip: 33009

Authorized Representative: Charles A. Michelson, AIA, LEED AP Phone: (854) 206-2700

DBE/ACDBE Subcontractor/Supplier Name: Chen Moore & Associates

Check one: Address: 500 W Cypress Creek Road Suite 630

DBE City: Fort Lauderdale State: FL Zip: 33309 Phone: 954.730.0707

ACDBE Authorized Representative: Peter Moore, P.E., LEED AP, F.ASCE

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

| Work to be performed by DBE/ACDBE Firm | | | |
|----------------------------------------|--------|-----------------------------|---------------------------------------------|
| Description | NAICS | DBE/ACDBE Contract Amount † | DBE/ACDBE Percentage of Total Project Value |
| Engineering | 541310 | \$48,827 | 10% |
| Landscape Architecture | 541320 | \$11,254 | 3% |
| | | | |

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

Bidder/Offeror Authorized Representative

[Signature] President 05/24/17
(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

[Signature] President 5/24/17
(Signature) (Title) (Date)

† Visit <http://www.census.gov/ips/www/naics/> to search. Match type of work with NAICS code as closely as possible.
† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid offer.
In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

FTA/USDOT Funding Supplement

Solicitation No. R2114326P1

EXHIBIT 1: Letter of Intent

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER (Form to be completed and signed for each DBE/ACDBE firm)

| | |
|-------------------------------------------|------------------------------------------------------------------------------------------------------|
| Solicitation Number: R2114326P1 | Project Title: Architectural & Engineering Services for Lauderdale Mall New Transit Center |
|-------------------------------------------|------------------------------------------------------------------------------------------------------|

Bidder/Offeror Name: Salls Michelson Architects, Inc.

Address: 3501 Griffin Road City: Ft. Lauderdale State: FL Zip: 33089

Authorized Representative: Charles A. Michelson, AIA, LEED AP Phone: (954) 266-2700

DBE/ACDBE Subcontractor/Supplier Name: Delta G Consulting Engineers

Check one: Address: 707 NE 3rd Ave Suite 200

DBE City: Fort Lauderdale State: FL Zip: 33304 Phone: 954-577-1112

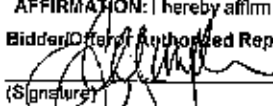
ACDBE Authorized Representative: George Senjien

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

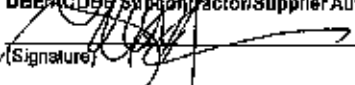
| Work to be performed by DBE/ACDBE Firm | | | |
|----------------------------------------|--------|----------------------------|---------------------------------------------|
| Description | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| MEP Fire Protection | 541330 | \$77,000 | 16% |
| | | | |
| | | | |

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

Bidder/Offeror Authorized Representative

 President 05/24/17
(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

 President 05/29/17
(Signature) (Title) (Date)

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

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

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

EXHIBIT C-1
SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: 103534
Project Title: Lauderhill Mall New Transit Center
Facility Name: Lauderhill Mall New Transit Center

| No. | Firm Name | Discipline |
|------------|----------------------------|-------------------------------------------------|
| 1. | Delta G | MEP Engineering and Fire Protection |
| 2. | Johnson Structural Group | Structural Engineering |
| 3. | Chen Moore & Associates | Civil Engineering and Landscape Architecture |
| 4. | David Plummer & Associates | Traffic Engineering |
| 5. | The Spinnaker Group | LEED Consultant |
| 6. | WCCI | Estimating Services |

EXHIBIT D INSURANCE CERTIFICATE

Insurance Requirements

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 | MINIMUM LIABILITY LIMITS | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| | | Each Occurrence | Aggregate |
| COMMERCIAL GENERAL LIABILITY Broad form or equivalent With no exclusions or limitations for: <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other: | Bodily Injury | | |
| | Property Damage | | |
| | Combined single limit Bodily Injury & Property Damage | \$ 1 mil | \$ 2 mil |
| | Personal Injury | | |
| | | | |
| BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned *May be waived <input checked="" type="checkbox"/> Hired if no driving will be <input checked="" type="checkbox"/> Non-owned done in performance <input checked="" type="checkbox"/> Scheduled of services. <input checked="" type="checkbox"/> Any Auto | Bodily Injury (each person) | | |
| | Bodily Injury (each accident) | | |
| | Property Damage | | |
| | Combined single limit Bodily Injury & Property Damage | 1 mil | |
| | | | |
| EXCESS/UMBRELLA LIABILITY May be used to supplement minimum liability coverage requirements. | Follow form basis or Additional endorsement is required | | |
| <input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY * | Chapter 440 FS (each accident) (each accident) Extended reporting period | STATUTORY \$ 1 mil \$ 2 mil 2 years | U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water. |
| Description of Work Locations/Activities Broward County is listed as an additional insured on the general liability and business automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers compensation. INDICATE BID #, RFI, RFP, AND PROJECT MANAGER ON COI. REFERENCE: BCF #02-Lauderhill Transit Centers | | | |

CERTIFICATE HOLDER:
 Broward County
 One University Drive Suite 3100 A
 Plantation FL 33324
 Attn: Kurt Petgrave - Transit

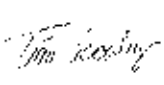
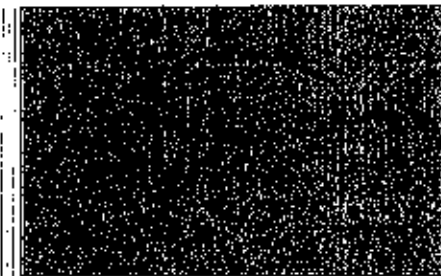

 Digitally signed by Tom Keating
 DN: cn=Tom Keating, ou=RMC, ou=Department of Public Works, ou=County of Broward, ou=FL, c=US
 Risk Management Division

EXHIBIT E
Not Used

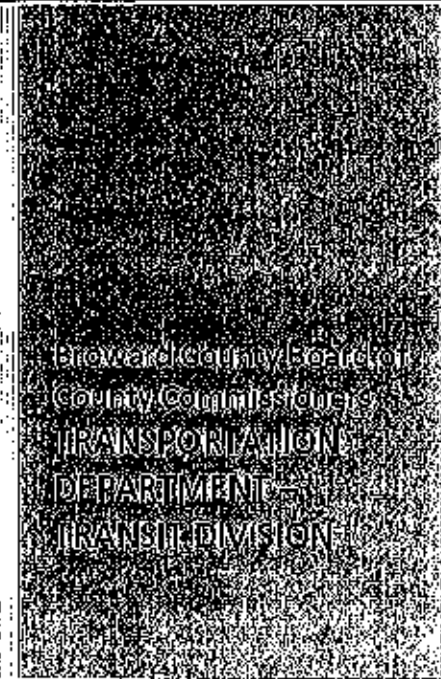
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**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT
FTA/USDOT Funding Supplement RFP # R211432P1



**Federal Transit Administration (FTA)
United States Department of Transportation (USDOT)
Funding Supplement**



**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT
FTA/USDOT Funding Supplement RFP # R211432P1

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**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT
FTA/USDOT Funding Supplement RFP # R211432P1

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AUTHORITY

This solicitation, purchase order, or Contract (all of which shall be referred to hereinafter as the "Contract" or "underlying Contract") is funded in part by funds received from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of this Contract is subject to the requirements of financial assistance agreements between Broward County, a political subdivision of the state of Florida (hereinafter referred to as "COUNTY"), and the United States Department of Transportation (USDOT). This Contract is subject to the conditions herein and which are set forth in greater detail in 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidance," as may be amended from time to time; and other laws and regulations governing procurement activities for Broward County programs and projects. Conditions imposed by the FTA are also described in Appendix A to FTA's "Best Practices Procurement Manual," available at:

<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual> References to the Code of Federal Regulations (CFR) website are available at: <http://www.ecfr.gov>.

DEFINITIONS

As used in this document, "Board" means the Broward County Board of County Commissioners. "Contract" means any binding agreement, regardless of how called, for the procurement or disposal of supplies, services, or construction awarded by any officer or agency of COUNTY. "CONTRACTOR" means the person, firm, or corporation or business entity that enters into a Contract with COUNTY and includes all partners and all joint ventures of such person with whom COUNTY has contracted and who is responsible for the acceptable performance of the work and for the payment of all legal debts pertaining to the work. "Subcontractor" means a person, firm or corporation or combination thereof having a direct Contract with CONTRACTOR for all or any portion of the work or who furnishes material 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.

FURTHER INFORMATION

If you have any questions or need clarification as to the applicability of any term, condition, or requirement as contained in Part A, General Conditions – Applicable to All Contracts, and Part B, Additional Requirements – Conditional, of this Contract, contact The Safety and Compliance Section, Broward County Transit Division, at 954-357-8300.

EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS

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PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS

- 1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.**
 - a) COUNTY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to COUNTY, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
 - b) CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.
- 2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**
 - a) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.
 - b) CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.
 - c) CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.
- 3. FEDERAL CHANGES.**

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CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between COUNTY and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Contract. CONTRACTOR agrees to include this language in each Subcontract financed in whole or in part with Federal assistance provided by FTA.

- 4. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**
The provisions contained in this FTA/USDOT Funding Supplement include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Broward County requests which would cause the COUNTY to be in violation of the FTA terms and conditions. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.
- 6. ACCESS TO RECORDS AND REPORTS**
- a) CONTRACTOR agrees to provide COUNTY, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight ("PMO") CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) In the event that COUNTY, which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, CONTRACTOR shall make available records related to the Contract to COUNTY, the Secretary of Transportation and the Comptroller General or any authorized officer, agent, or employee of any of them for the purposes of conducting an audit and inspection.

EXHIBIT F FEDERALLY FUNDED CONTRACTS REQUIREMENTS

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- c) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d) CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until COUNTY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(l)(11).

8. CIVIL RIGHTS REQUIREMENTS

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal Implementing regulations and other implementing requirements FTA may issue.
- b) Equal Employment Opportunity
 - (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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- (2) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (3) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (4) **Equal Employment Opportunity Requirements for Construction Activities:** In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Contractor agrees to comply, and assures the compliance of each subcontractor, with:
- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.,
- (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity."
- c) CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- 7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**
- a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.
- b) The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of Contract, which may result in the termination of the Contract or such other remedy as COUNTY may deem appropriate. Each subcontract the CONTRACTOR signs with a Subcontractor must include the assurance in this paragraph.

EXHIBIT F FEDERALLY FUNDED CONTRACTS REQUIREMENTS

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- c) The Disadvantaged Business Enterprises (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal COUNTY would expect DBEs to achieve in the absence of discrimination.
- d) Since this project is funded in part using federal funds, it is the policy of the Broward County Office of Economic and Small Business Development to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as Subcontractors and suppliers on all Contracts awarded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.
- e) COUNTY fully supports the Federal government's Disadvantaged Business Enterprises Program.
 - i. The overall goal setting provisions of 49 CFR Part 26 require that the COUNTY, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which the COUNTY obtains contractors. In this regard, the COUNTY has established DBE participation goals, and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project.

The Office of Economic and Small Business Development will review all forms to determine bidders/proposers' responsibility:

1. Letter of Intent to Utilize a DBE Subcontractor/Subconsultant – Exhibit 1.
2. DBE Good Faith Effort Evaluation Report, only required if goals were not met – Exhibit 2.

These forms are included herein as Exhibits 1 and 2. All forms may be downloaded from the Small Business Development Division website. <http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx>

IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS (NO DBE NUMERICAL PARTICIPATION GOAL), EACH BIDDER/RESPONDER IS STRONGLY ENCOURAGED TO SUBMIT THE FORMS SET FORTH ABOVE PRIOR TO AWARD OF YOUR BID, OFFER, OR PROPOSAL.

Letter of Intent (Exhibit 1): Letter of Intent must be executed by the Bidder and countersigned by all DBE Subcontractors.

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Each DBE listed on the Letter of Intent must be certified prior to bid opening as DBE in order to be eligible for award.

For further information regarding DBE submittals, contact the Office of Economic and Small Business Development Division at (954) 357-6400.

Application for Evaluation of Good Faith Effort (Exhibit 2): Bidder that submits an **Application for Evaluation of Good Faith Effort**, Exhibit 2, must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, if Bidder wishes to remain eligible for award.

Reasonable efforts as determined by the Office of Economic and Small Business Development to meet the DBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media.
- Timely notification of minority business or CONTRACTOR groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to DBE firms.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the Bidder or COUNTY.
- A report submitted by the Bidder to the Small Business Development Division prior to award explaining the Bidder's efforts to obtain DBE participation. The report shall include the following:
 - A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted;
 - A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional Contracts with DBE, if needed to meet the stated goal, were not reached.
 - A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
 - As to each DBE that bids on a subcontract but declared "unqualified" by the Bidder, a detailed statement of the reasons for the Bidder's conclusion.
 - As to each DBE invited to bid, but the Bidder considers to be unavailable because of a lack of bid response or submission of a bid which was not the

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low responsible bld, an Unavailability of DBE Certificate signed by the Bidder.

For the purposes of goal achievement, the COUNTY requires the successful Bidder to use firms certified as DBEs in accordance with Federal Guidelines.

The Florida Department of Transportation (FDOT) maintains a directory of certified DBE firms that are eligible to participate on DBE contracts within the state of Florida.

A listing of these DBEs can be viewed at the following Unified Certification Program (UCP) Website:

<http://www3b.dot.state.fl.us/equalopportunityofficebusinessdirectory/>

IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS, THE FORMS SET FORTH ABOVE NEED NOT BE SUBMITTED.

For purposes of this section, the term, "DBE Race-Neutral Participation," means the Office of Economic and Small Business Development Division (OESBD) has determined that because federal funds are available for this project, DBE participation has been targeted through the use of RACE-NEUTRAL means. Race-Neutral does not mean that no efforts are made to facilitate DBE participation. Race-Neutral DBE participation occurs when a DBE wins a contract or subcontract that was not assigned numerical DBE goals, or when the DBE status was not considered in making the award. Some examples of Race-Neutral means can be found in 49 CFR 26.61.

Although there are no numerical goals assigned to DBE race-neutral participation projects, bidders/responders are highly encouraged to utilize the services of DBE-certified firms as much as possible.

- f) CONTRACTOR agrees that throughout the term of this Contract, the services as provided by the firms listed on Exhibit 1 (Letter of Intent) shall remain at least at the percentage levels set forth therein.
- g) CONTRACTOR shall pay its Subcontractors and suppliers within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment from the COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from its Subcontractors or suppliers, that it will release such retainage and pay same within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment of retained amounts from COUNTY, or within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract after the Subcontractor has satisfactorily completed its work, whichever shall first occur.
- h) CONTRACTOR agrees that nonpayment of a Subcontractor or supplier shall be a material breach of this Contract and that COUNTY may, at its option, increase

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allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such Subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its Subcontractor or supplier.

- l) CONTRACTOR agrees to complete and submit a monthly report to the Office of Economic and Small Business Development, with copy to the using department project manager, on DBE participation, which should contain a record of payments made to its DBE Subcontractors during the current reporting period. CONTRACTOR shall utilize the form attached as Exhibit 3 – Monthly DBE Utilization Report.
- l) CONTRACTOR agrees to complete and submit a Final Monthly DBE Participation Report containing the total amount paid to its DBE Subcontractors. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as Exhibit 4- Final Monthly DBE Utilization Report.
- k) CONTRACTOR shall certify to COUNTY the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at Contract award.
- l) CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the Contract, and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the Contract have been met, notwithstanding any other provisions of this Contract, shall be cause for COUNTY to withhold further payments under the Contract until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the Contract, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.
- m) If CONTRACTOR fails to comply with the requirements herein, COUNTY shall have the right to exercise any right or remedy provided in the Contract or under applicable law, with all such rights and remedies being cumulative.
- n) CONTRACTOR shall not terminate a DBE subcontract for convenience and then perform the work with its own forces or its affiliate without the COUNTY's prior written consent. CONTRACTOR shall inform COUNTY immediately when a DBE firm is not able to perform or if CONTRACTOR believes the DBE firm should be

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replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including cause, CONTRACTOR shall make good faith efforts to find another DBE firm to perform the work required of the original DBE firm.

8. CONTRACT COMPLIANCE MONITORING.

- a) Compliance monitoring is conducted to determine if CONTRACTOR and/or Subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26.
- b) Contract compliance will encompass monitoring for Contract dollar achievement and DBE CONTRACTOR utilization. The Office of Economic and Small Business Development staff will have the authority to audit and monitor all Contracts and Contract-related documents related to COUNTY projects. The requirements of the DBE Program are applicable to all CONTRACTORS, general CONTRACTORS, and Subcontractors.
- c) CONTRACTOR shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors.

9. ENERGY CONSERVATION

CONTRACTOR agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. CONTRACTOR further agrees to include this provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

10. TERMINATION.

This Contract may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Contract may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

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This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract. This Contract may also be terminated by the Board:

Upon the disqualification of CONTRACTOR as a DBE by COUNTY's Director of the Office of Economic and Small Business Development Division if CONTRACTOR's status as a DBE was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR;

Upon the disqualification of CONTRACTOR by COUNTY's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the DBE contractual obligations;

Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a DBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR or such participant;

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

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

Notice of termination shall be provided in writing except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing.

In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby

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acknowledged by CONTRACTOR, for COUNTY's right to terminate this Agreement for convenience.

In the event that the underlying Contract contains a termination provision which conflicts with the termination provision above, the termination provisions set forth in the underlying Contract shall prevail over the termination provision set forth in this FTA/USDOT Funding Supplement.

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PART B: ADDITIONAL REQUIREMENTS - CONDITIONAL
(Please read each qualifying condition carefully.)

11. RECYCLED PRODUCTS

If this Contract is for items designated in Subpart B, 40 CFR Part 247 by the EPA, and COUNTY or CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

If this Contract has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTORS, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR agrees to comply with 49 CFR 29, Subpart C, and must include the requirement to comply 49 CFR 29, Subpart C, in each Subcontract financed in whole or in part with federal assistance provided by FTA. (The form for certifying compliance, Government-wide Debarment and Suspension, is attached as Exhibit 6.)

13. BUY AMERICA

If this Contract exceeds \$150,000, the CONTRACTOR agrees to comply with 49 USC §5323(j)(13) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Bidder or offeror must submit to COUNTY the appropriate Buy America certification, the certification form is attached as Exhibit 6, with all bids or proposals on FTA-funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.

14. RESOLUTION OF DISPUTES

Disputes - Unless the Contract provides otherwise, disputes arising in the performance of this Contract which are not resolved by agreement of the parties

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shall be decided in writing by the COUNTY Project Manager for the Contract. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the COUNTY Contract Administrator. In connections with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position.

The decision of the Contract Administrator shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Performance During Dispute - Unless otherwise directed by COUNTY, CONTRACTOR shall perform under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, jurisdiction of any controversies or legal problems arising out of this Contract, 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 Contract 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 CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

15. LOBBYING

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant, or any other award covered by 31 U.S.C. 1362. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the COUNTY. A Restrictions on Lobbying Certification is attached as Exhibit 7.

16. CLEAN AIR

The Clean Air requirements apply to all Contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

- a) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. CONTRACTOR agrees to report each violation to Broward

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County and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b) CONTRACTOR further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

17. CLEAN WATER REQUIREMENTS

If this Contract is valued at \$100,000 or more, CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

- a) CONTRACTOR agrees to report each violation to COUNTY and agrees that COUNTY will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
- b) CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

18. BONDING REQUIREMENTS

CONTRACTOR agrees to comply with the terms and conditions relating to bid guaranty, performance bond and payment bond ("Bonding Requirements") as set forth in the underlying Contract to which this FTA/USDOT Funding Supplement is attached. In the event that the underlying Contract involves a construction or facility improvement exceeding \$100,000, and the underlying Contract: (1) does not contain specific Bonding Requirements, or (2) the Bonding Requirements do not meet the minimum requirements set forth below, the following Bonding Requirements shall apply:

CONTRACTOR shall provide a bid guarantee from each Bidder equivalent to five percent (5%) of the bid price, a performance bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price and a payment bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price in the form and of a type acceptable by COUNTY.

19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

If this purchase order or Contract involves a construction project over \$2,000, the CONTRACTOR agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are set forth in 29 CFR 5.5(a). Section 29 CFR 5.5(a) is reproduced in its entirety below:

- a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual

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construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency; *provided*, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any Contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; *provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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(ii) a) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

c) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

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- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding.**
COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other Federal Contract with the same prime CONTRACTOR, or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Broward County may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.**
(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

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described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) a) The CONTRACTOR shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to COUNTY if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all Subcontractors. CONTRACTORS and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Transit Administration if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the COUNTY, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a Subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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- b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
- (f) That the payroll for the payroll period contains the information required to be provided under § 5.6 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- d) The falsification of any of the above certifications may subject the CONTRACTOR or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The CONTRACTOR or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of COUNTY or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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(4) Apprentices and Trainees--

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

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performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements.** The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any Subcontractors or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

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- (7) **Contract termination: debarment.** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a Subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 8, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its Subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility.**
- (i) By entering into this Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

If this purchase order or Contract involves a construction project in excess of \$100,000 or more, the CONTRACTOR shall comply with the Contract and Work Hours Safety Act, 40 USC 3701 and 29 CFR 5.5 (b) are reproduced below.

As used in the paragraphs below, the terms laborers and mechanics include watchmen and guards.

- a) **Overtime requirements.** No CONTRACTOR or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1½)

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the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

- b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the CONTRACTOR and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) **Withholding for unpaid wages and liquidated damages.** COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or Subcontractor under any such Contract or any other Federal Contract with the same prime CONTRACTOR, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d) **Subcontracts.** The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS

If this Contract involves transit operations performed by employees of a CONTRACTOR recognized by FTA to be a transit operator:

- a) CONTRACTOR agrees to comply with the applicable transit employee protective requirements, as follows:
 - 1) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying Contract

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in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements this subsection 1., however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections 2. and 3. of this clause.

- 2) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Contract or Cooperative Contract with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.
- 3) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

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- b) CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

22. FLY AMERICA

CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR part 301-10, which provide that recipients and subrecipients of federal funds and their CONTRACTORS are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. CARGO PREFERENCE

The Cargo Preference requirements apply to all Contracts and subcontracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels - CONTRACTOR agrees:

- a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the COUNTY (through CONTRACTOR in the case of a Subcontractor's bill of lading.);
- c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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24. DRUG AND ALCOHOL TESTING

If this Contract involves a safety-sensitive function on behalf of COUNTY, the CONTRACTOR agrees to participate in Broward County Transit Division's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the USDOT or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

In the event CONTRACTOR subcontracts all or part of the transit service to a third party, a similar requirement including review and approval by the COUNTY's Contract Administrator must be included in any Contract.

CONTRACTOR further agrees to certify, prior to the commencement of services under this Contract or purchase order and annually thereafter, compliance with current FTA regulations, and to submit the Management Information System (MIS) reports before March 15 to the Director, Transit Division (a model form for certifying compliance, Drug and Alcohol Testing Program Compliance Certification, is attached as Exhibit 8). To certify annual compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Contracts," which is published annually in the Federal Register.

25. PATENT AND RIGHTS IN DATA

If this Contract involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, CONTRACTOR agrees to be bound by the terms and conditions specified below.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

a) **Rights In Data** - The following requirements apply to each Contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports,

EXHIBIT F FEDERALLY FUNDED CONTRACTS REQUIREMENTS

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT FTA/USDOT Funding Supplement

catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

- 2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Attachment has been added:
 - A) Except for its own internal use, CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.
 - B) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 1. Any subject data developed under that Contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the COUNTY or CONTRACTOR using Federal assistance in whole or in part provided by FTA.
 - C) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the COUNTY and CONTRACTOR performing experimental, developmental, or research work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever,

EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS

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all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the COUNTY or CONTRACTOR's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- D) CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. CONTRACTOR shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 - E) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - F) Data developed by the COUNTY or CONTRACTOR and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the COUNTY or CONTRACTOR identifies that data in writing at the time of delivery of the Contract work.
 - G) Unless FTA determines otherwise, CONTRACTOR agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), CONTRACTOR agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT
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- 4) CONTRACTOR also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- b) **Patent Rights** - The following requirements apply to each Contract involving experimental, developmental, or research work:
- 1) **General** - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the underlying Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the COUNTY and CONTRACTOR agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 - 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the COUNTY and CONTRACTOR agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.
 - 3) CONTRACTOR also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

26. PRIVACY ACT

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any Contract:

- a) CONTRACTOR agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a.

Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved,

**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

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and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

- b) CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

27. CHARTER BUS

If this is an Operational Service Contract, CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.

28. SCHOOL BUS REQUIREMENTS

If this is an Operational Service Contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.

29. BUS TESTING

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey. If this Contract pertains to the acquisition of rolling stock/turnkey, the CONTRACTOR manufacturer agrees to certify, prior to commencement of services under this Contract, to comply with 49 USC A5323(c) and FTA's implementing regulations at 49 CFR Part 665, and shall perform the following:

- a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to COUNTY at a point in the procurement process specified by COUNTY which will be prior to COUNTY's final acceptance of the first vehicle.
- b) A manufacturer who releases a report under paragraph a. above shall provide notice to the operator of the testing facility that the report is available to the public.
- c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to COUNTY prior to recipient's final acceptance of the first vehicle. If the

EXHIBIT F FEDERALLY FUNDED CONTRACTS REQUIREMENTS

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configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

- d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

A Bus Testing Compliance Certification is attached as Exhibit 9.

30. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

If this Contract pertains to the acquisition of rolling stock, the CONTRACTOR agrees to comply with 49 USC §5323(m) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- a) Buy America Requirements. The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists: 1) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b) Solicitation Specification Requirements. CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.
- c) Federal Motor Vehicle Safety Standards (FMVSS). CONTRACTOR shall submit: 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

A Pre-Award and Post-Delivery Audit Requirements Certification is attached as Exhibit 10.

31. SEISMIC SAFETY

If this Contract pertains to the construction of new buildings or additions to existing buildings, CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations at 49 CFR Part 41, and will certify compliance to the extent required by the regulation. CONTRACTOR also agrees to ensure that all work performed under this Contract, including work performed by a Subcontractor, is

EXHIBIT F FEDERALLY FUNDED CONTRACTS REQUIREMENTS

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in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

32. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

If this Contract involves the procurement of transit vehicles, the CONTRACTOR must obtain from each Transit Vehicle Manufacturer (TVM), distributor, or dealer, and submit with its bid, a TVM certification stating that, as a condition of being authorized to bid on transit vehicle procurements funded by FTA, the TVM certifies that it has complied with the requirements of 49 CFR 28.49, by submitting a current annual DSE Goal to the FTA. A Transit Vehicle Manufacturer (TVM) Certification of Compliance is attached as Exhibit 11.

33. NATIONAL ITS ARCHITECTURE

If this Contract involves an Intelligent Transportation System project (ITS), CONTRACTOR agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU Section 5307, Chapter, 23 U.S.C. section 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

34. ACCESS FOR INDIVIDUALS WITH DISABILITIES

CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. CONTRACTOR also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1988, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, CONTRACTOR agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

- a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

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FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

**EXHIBIT F - FEDERAL FUNDING SUPPLEMENT
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- b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 36;
- d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- k) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT

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EXHIBIT 1: Letter of Intent

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE/ACDBE firm)**

| | |
|----------------------------|----------------------|
| Solicitation Number: _____ | Project Title: _____ |
|----------------------------|----------------------|

Bidder/Offeror Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Authorized Representative: _____ Phone: _____

DBE/ACDBE Subcontractor/Supplier Name: _____

Check one: Address: _____

DBE City: _____ State: _____ Zip: _____ Phone: _____

ACDBE Authorized Representative: _____

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 23 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

| Work to be performed by DBE/ACDBE Firm | | | |
|----------------------------------------|--------------------|----------------------------------------|---------------------------------------------|
| Description | NAICS [†] | DBE/ACDBE Contract Amount [†] | DBE/ACDBE Percentage of Total Project Value |
| | | | |
| | | | |
| | | | |

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

Bidder/Offeror Authorized Representative

(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

(Signature) (Title) (Date)

[†] Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

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

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT

FTA/USDOT Funding Supplement

EXHIBIT 2: Application for Evaluation of Good Faith Effort

**APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO TITLE 49 CFR PARTS 23 AND 28**

SOLICITATION NO.: _____

Please check one of the following to indicate the program goal on this solicitation: ACDBE DBE

PROJECT NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

The undersigned representative of the prime contractor affirms that his/her company has contacted Disadvantaged Business Enterprise (DBE)/ Airport Concessions Disadvantaged Business Enterprise (ACDBE) certified firms in good faith effort to meet the DBE or ACDBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of Title 49 CFR Part 26, Appendix A, the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under these requirements.

The prime contractor understands that a determination of good faith effort to meet the contract goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Appendix A, of Title 49 CFR Part 26, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, as the Disadvantaged Business Enterprise Liaison Officer (DBELO), in keeping with federal requirements.

SIGNATURE: _____

PRINT NAME/ TITLE: _____

DATE: _____

OESBD Compliance Form DBE/ACDBE GFE 031413

EXHIBIT F FEDERALLY FUNDED CONTRACTS REQUIREMENTS

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT

FTAUSDOT Funding Supplement

EXHIBIT 3: Monthly DBE Utilization Report



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
MONTHLY DBE UTILIZATION REPORT

Report No. _____

| | | | | | |
|-------------------------|--|------------------------|--|--------------------------------|--|
| CONTRACT#: _____ | | CONTRACT ANT#: _____ | | DATE FOR U. SUBMITTED: _____ | |
| PROJECT TITLE: _____ | | PERIOD ENDING: _____ | | PROJECT COMPLETION DATE: _____ | |
| PRIME CONTRACTOR: _____ | | CONTACT PERIOD: _____ | | AMT. PAID TO PRIME: _____ | |
| CONTACT PERIOD: _____ | | TELEPHONE #: () _____ | | FAX #: _____ | |

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

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

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

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

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

| | | |
|-----------------|-------------|------------|
| Signature _____ | Title _____ | Date _____ |
|-----------------|-------------|------------|

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


OSBD Compliance Form OCEMUSE00113

EXHIBIT F FEDERALLY FUNDED CONTRACTS REQUIREMENTS

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT

FTA/USDOT Funding Supplement

EXHIBIT 4: Final DBE Utilization Report



BROWARD COUNTY
FLORIDA

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

Report No. _____

| | | | | | |
|------------------|--|----------------|--|---------------------|--|
| CONTRACT #: | | CONTRACT AMT.: | | DBE FORM SUBMITTED: | |
| PROJECT TITLE: | | PROJECT: | | COMPLETION DATE: | |
| FROM CONTRACTOR: | | PERIOD SHOWN: | | AMT. PAID TO PROPR: | |
| CONTACT PERSON: | | TELEPHONE #: | | FAX #: | |

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

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

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

Male American - M; Hispanic American - H; Asian American - A; Native American - NA; Non-Minority Woman - W
 (Enter the gender information submitted by the contractor in the grid and correct to the best of your knowledge)

| | | |
|-----------------|-----|------------|
| Signature _____ | Yes | Date _____ |
|-----------------|-----|------------|

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.
 DBE33 Compliance Form DBE33-0723-115

**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT

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**EXHIBIT 5: Government-Wide Debarment and Suspension (Nonprocurement)
Certification**

IF THIS CONTRACT OR PURCHASE ORDER HAS A VALUE OF \$25,000 OR MORE, THIS PROCUREMENT IS A COVERED TRANSACTION FOR PURPOSES OF 49 CFR PART 29.

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.905, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier-covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by COUNTY. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier-covered transactions.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT

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EXHIBIT 6: Buy America Certification

FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING CONSTRUCTION CONTRACTS, MATERIALS AND SUPPLIES, AND ROLLING STOCK) OVER \$150,000

A. STEEL, IRON OR MANUFACTURED PRODUCTS

If this Contract or purchase order is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products, the Bidder or offeror hereby certifies that it:

- Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.6, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.

B. BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT

If this Contract or purchase order is valued in excess of \$150,000 and involves the procurement of buses, other rolling stock, and associated equipment, the Bidder or offeror certifies that it:

- Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

Note: This Buy America certification must be submitted to Broward County with all bids or offers on FTA-funded Contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds.

**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT

PTA/USDOT Funding Supplement

EXHIBIT 7: Restrictions On Lobbying Certification

For Procurements of \$100,000 or More

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its Instructions (as amended by "Government-wide Guidance for New Restrictions on Lobbying,"

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

(Date) _____
Authorized Signature

Print Name and Title

Name of Contractor

**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT

FTA/USDOT Funding Supplement

EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification

FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE, OR MAINTAINING, REPAIRING, OVERHAULING, AND REBUILDING REVENUE SERVICE VEHICLES OR EQUIPMENT (ENGINES AND PARTS) USED IN REVENUE SERVICE, OR BODY WORK, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.

The undersigned certifies that CONTRACTOR, and its SUBCONTRACTORS as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."¹

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency (the Florida Department of Transportation), or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 16 and to submit the Management Information System (MIS) reports no later than February 15) to COUNTY.

To certify compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

¹ The Federal Transit Administration (FTA) - mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA).
Rev. 2/1/2017

**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT

FTA/USDOT Funding Supplement

EXHIBIT 9: Bus Testing Compliance Certification

FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURNKEY

The undersigned (CONTRACTOR/manufacturer) certifies that the vehicle offered in this procurement complies with 49 USC A5323(c) and FTA's implementing regulation at 49 CFR Part 605.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 28.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT

FTA/USDOT Funding Supplement

EXHIBIT 10: Pre-Award and Post-Delivery Audit Requirements Certification

**FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR
ASSOCIATED EQUIPMENT OVER \$150,000**

Check one:

- The Bidder hereby certifies that it will comply with the requirements of 49 USC 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.
- The Bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or 5323(j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 as amended, and regulations in 49 CFR 661.7.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

Note: This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at \$150,000.

**EXHIBIT F
FEDERALLY FUNDED CONTRACTS REQUIREMENTS**

EXHIBIT F - FEDERAL FUNDING SUPPLEMENT

FTA/USDOT Funding Supplement

EXHIBIT 11: Transit Vehicle Manufacturer (TVM) Certification of Compliance with Sub Part D, Part 26

FOR ALL BUSES/ROLLING STOCK PROCUREMENTS

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

Transit Vehicle Manufacturer (TVM) CERTIFICATION

_____, a TVM, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current DBE Goal to the FTA. The goals apply to fiscal year _____ and have been approved or not disapproved by the FTA.

_____ hereby certifies that the manufacturer of the transit vehicle to be supplied _____ has complied with the above referenced requirements of Section 26.49 of 49 CFR Part 26.

(Authorized Signature)

(Date)

Print Name and Title

Company: _____

Telephone No.: _____

Fax No.: _____