



AGREEMENT BETWEEN BROWARD COUNTY AND

ACAI ASSOCIATES, INC.

**FOR
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
REPORTS AND STUDIES**

(RFP # R2113758P1)



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

WHEREAS, COUNTY desires to hire a Consultant to provide professional architectural and engineering consulting and related services when authorized as described in this Agreement; NOW, THEREFORE,

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 architectural firm selected to perform the services pursuant to this Agreement.

1.3 **Contract Administrator:** The Director of the Construction Management Division, Broward County or designee who is the representative of the 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.

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 **County Business Enterprise or "CBE"**: A small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.

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

1.9 **Project**: Professional services assigned to Consultant pursuant to a Work Authorization. A Project may include providing comprehensive research, study, analysis and related administrative services on a project specific basis. Those comprehensive project specific services may include conducting and preparing documentation studies, investigations, and assessments. These activities may include general investigative or exploratory reports concerning sites, buildings, infrastructure and other facilities or portions thereof; feasibility studies; existing facility and site documentation; budget development and forecasting; design and construction market analysis; facility assessments and evaluations; alternative site selection analysis; schedule development and analysis; building and zoning code analysis and investigations; bid/award analysis; negotiation support; inspections; testing and analysis; post-occupancy evaluations and studies; forensic studies; independent claims support and other similar miscellaneous study activities. Consultant(s) shall provide all architectural, engineering, landscape architectural, interior design or specialty support (through either in-house or subconsultant firms) as required to complete an assigned report or study activity. Project specific services may also include project team facilitation and support; hurricane/disaster preparedness and recovery assistance; project status reporting and performance/compliance reporting.

A project may include providing assistance in development of Building Information Modeling (BIM) graphics and data for County buildings; assistance in the development of BIM-related data structures for inter-departmental use by the County; condition documentation and measured drawings of existing facilities; programming, site assessments and associated pre-design services for County facility needs; facilitation of meetings concerning facility needs, budgeting, scheduling, providing independent analysis of design and construction issues, facilitating value engineering sessions and providing related recommendation reports; and providing independent claims analysis. In support of the County's construction program management, Consultant may be tasked to provide computer-aided and manually generated graphics support; preparation of narratives and other textual project/program support; photographic and video-graphic project/program support; geographic information systems (GIS) support; and other data and information system project/program support.

Project specific services may also include project team facilitation and support; hurricane/disaster preparedness and recovery assistance; project status reporting and performance/compliance reporting.

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

2.1 **Work Authorization:** Documents issued pursuant to this Agreement, referencing an agreed upon scope of work, payment, schedule, deliverables and other project requirements established by the Contract Administrator. A Work Authorization shall be issued on a County form appropriate to the award authority for joint execution as more fully described in Article 4.

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 Funding for services performed under this Agreement will be for specific projects funded by County as provided for in the annual budget, as amended. Award of this Agreement does not guarantee work will be issued. Failure to issue work under this Agreement shall not be deemed a breach of this Agreement.

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 a Work Authorization with an individual Scope of Services for each Project developed by Consultant and Contract Administrator. Consultant shall provide all services including all necessary, incidental, and related activities and services required by the Work Authorization and contemplated in Consultant's level of effort.

3.2 The Scope of Services for a Work Authorization 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 the 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 the 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 Consultant agrees to meet with County at reasonable times after reasonable notice.

3.4 Consultant acknowledges that it is aware of all the duties and responsibilities and agrees to perform such duties and responsibilities as set forth in County's Standard Form Construction Documents or those County documents governing alternative forms of construction delivery.

3.5 NOT USED.

3.6 Notwithstanding any other remedy otherwise available to County, where the work product of Consultant is found to be deficient for the purpose for which it was produced, Consultant shall correct the deficiency at no cost to County.

3.7 Consultant shall pay its subconsultants, subcontractors, and suppliers, 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 subconsultants, subcontractors, or suppliers that it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County.

3.8 Consultant shall prepare all work required by this Agreement pursuant to the requirements of Attachment 1 and where applicable for BIM projects, pursuant to Attachment 1A.

ARTICLE 4. AUTHORIZATION OF WORK

4.1 All work to be performed by Consultant pursuant to the terms of this Agreement shall first be authorized in writing by a "Work Authorization," in accordance with the requirements of this Article.

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

4.1.1.1 Work Authorizations estimated to be Fifty Thousand Dollars (\$50,000.00) or less shall be approved by the Contract Administrator and Consultant.

4.1.1.2 Work Authorizations estimated to be more than Fifty Thousand Dollars (\$50,000.00) but less than Two Hundred Thousand Dollars (\$200,000) shall be approved by County's Purchasing Director or Board, and Consultant. Work Authorizations estimated to be more than Two Hundred Thousand Dollars (\$200,000) shall be approved by the Board.

4.1.1.3 NOT USED.

4.1.1.4 Subsequent to the Contract Administrator issuing a Work Authorization pursuant to this Article, the Contract Administrator will issue a written Notice to Proceed (NTP) for that authorized work. Consultant shall not commence such work until after receipt of the NTP.

4.1.2 Any change of scope requiring charges in excess of the amount approved in the original Work Authorization shall require a modification thereto approved by County, County's Purchasing Director or the Contract Administrator. The Contract Administrator shall approve in instances where the original Work Authorization amount plus the total of such modifications does not exceed Fifty Thousand Dollars (\$50,000.00). County's Purchasing Director shall approve in instances where the original Work Authorization amount plus the total of such modifications exceeds Fifty Thousand Dollars (\$50,000) but does not exceed the Purchasing Director's delegated authority level. The Board shall approve in instances where the original Work Authorization amount plus the total of such modifications exceeds the County Purchasing Director's delegated authority level. Notwithstanding anything contained in this subsection, Consultant's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written County approval as outlined above.

4.2 All authorizations shall contain, as a minimum, the following information and requirements:

4.2.1 A statement of the method of compensation and Consultant's proposed written scope of work and any required deliverables.

4.2.2 A budget establishing the amount of compensation and reimbursables to be paid upon the establishment of a negotiated lump sum fee or the application of appropriate billing rates as set forth in Exhibit A, 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 Work 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.

4.2.3 A time established for completion of the work or services undertaken by

Consultant or for the submission to County of documents, reports, and other information pursuant to the Work Authorization.

4.2.6 Any other additional instructions or provisions relating to the Work Authorization.

4.2.7 Work Authorizations shall be prepared on forms provided by the Contract Administrator, dated, serially numbered, and executed by County and Consultant.

4.2.8 All Work Authorizations shall be negotiated in the Sunshine pursuant to Florida Statutes and County Policy, in the presence of the Contract Administrator or designee.

4.3 In the event that Consultant is unable to complete the above services because of delays resulting from untimely review and approval by County or other governmental authorities having jurisdiction over the Project, and such delays are not the sole fault of Consultant, Contract Administrator shall grant a reasonable extension of time for the completion of the services. 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 For Construction Phase Services, the following additional provisions shall apply:

4.4.1 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.

4.4.2 In the event the Contractor is granted an extension of time beyond the substantial completion date in the Contractor's agreement with County through no fault of Consultant, County in accordance with Article 6 shall compensate Consultant for all services rendered during the authorized time extension.

4.5 Consultant shall complete each Work Authorization and component tasks assigned whether or not such completion would cause work to be performed beyond the expiration date of this Agreement. Those Work Authorizations whose duration extends beyond the expiration date of this Agreement may be amended after that expiration date to allow additional work with additional time and professional fees as otherwise allowed in Section 4.1.2. as long as said work is within the scope of work originally authorized by existing Work Authorization(s). Further, if the duration of the Work Authorization extends beyond the expiration date of this Agreement, the terms and conditions of this Agreement shall apply to that Work Authorization.

4.6 Consultant shall provide all architectural, engineering, landscape architectural, interior design or specialty professional services support (through either in-house or Subconsultant firms) as required to complete an assigned Project.

4.7 Work Authorizations may be issued for various facility types including but not limited to: general governmental, cultural, parks and recreation, library, correctional/detention, law enforcement, vehicle maintenance, transit, aviation, seaport, health care, human services, educational, retail, food service, parking, and infrastructure/public works facilities. Upon approval of the Contract Administrator, all Work Authorizations will be authorized through the Construction Management Division and be managed by the applicable Broward County agency.

4.8 Work Authorizations shall depict projects in their entirety and in no case shall Work Authorizations be split in order to meet lower authorization thresholds as described in Section 4.1.

4.9 In the event of termination for convenience by County under Section 5.2, Consultant shall be paid its compensation for all work performed and expenses incurred for reimbursement as permitted under the terms of this Agreement prior to termination. Compensation shall be withheld until all documents are provided to County pursuant to this Agreement and Work Authorizations.

ARTICLE 5. TERM AND TERMINATION

5.1 The term of this Agreement shall begin upon execution by County and end on the third year anniversary of that date, provided that either party shall have the right to terminate this Agreement as set forth below. However, the County Purchasing Director may extend the term of this Agreement for two (2) additional one (1) year terms beyond the term established herein. The exercise of these options shall be by written notification issued by the Contract Administrator and furnished to Consultant.

5.2 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 the County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of County by someone other than the Board, termination by County may be by action of the County Administrator or the County representative (including his or her successor) who entered in this Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. If the County erroneously, improperly or unjustifiably

terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

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

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

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

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

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

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

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

shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

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

5.6 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 5.2

ARTICLE 6. COMPENSATION AND METHOD OF PAYMENT

6.1 Amount and Method of Compensation:

6.1.1 All Work Authorizations issued pursuant to this Agreement shall not exceed a total of \$500,000 for any one year of the Agreement. If the Agreement is extended, then this limit shall apply to each year of the extended Agreement.

6.1.2 Maximum Amount Not-To-Exceed Compensation. County agrees to pay Consultant as compensation for performance of all services as related to the Work Authorization developed for each Project required under the terms of this Agreement Salary Costs as described in Section 6.2 and Exhibit A and to reimburse Consultant for Reimbursables as described in Section 6.3. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that Consultant shall perform all services set forth for total compensation in the amount of or less than that agreed to by County and Consultant for each Project. The total hourly rates payable by County for each of Consultant's employee categories shall be as shown on Exhibit A, and shall be actual salary rates for each respective employee within the range of salaries.

6.1.3 Lump Sum Compensation. County agrees to pay Consultant as compensation for performance of all services as related to the Work Authorization developed for each Project required under the terms of this Agreement a Lump Sum as agreed to by County and Consultant for each Project. It is understood that the method of compensation is that of Lump Sum, which means that Consultant shall perform all services, set forth in the specific scope of work for a total compensation in the amount agreed to.

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 markup, all maximum not to exceed subconsultant fees using the employee categories for

Salary Costs on Exhibit A as defined in Section 6.2 and Reimbursables defined in Section 6.3. All Subconsultant fees shall be billed in the actual amount paid by Consultant.

6.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating profit margin as set forth on Exhibit A. Said Salary Costs are to be used only for time directly attributable to the Project. Fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within one hundred eighty (180) days after Consultant's most recently completed fiscal year.

If the certification for the most recently completed fiscal year is not available at the time of contracting, the certification shall be provided when it becomes available; provided, however, Consultant certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting. If applicable, Exhibit A shall be modified to reflect any reduction in the FAR audited overhead and fringe benefit rates from the rates provided at the time of contracting. The modified Exhibit A shall be effective retroactive to the date of execution of the Agreement, and if applicable, the Consultant shall reimburse the County for any overbilling.

The maximum hourly rates shown on Exhibit A are subject to change annually beginning on the first anniversary of the contract execution date and on each contract year thereafter upon written request thirty (30) days prior to the anniversary date by Consultant and approval by the Contract Administrator. Any increase in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in the cost of living shall be based on the Consumer Price Index (CPI) and shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100. Any changes to the hourly rates shall be set forth on an amended Exhibit A executed by the Contract Administrator and the Consultant.

6.2.1 Consultant shall require all of its subconsultants to comply with the requirements of Section 6.2.

6.2.2 Salary Costs for Consultant and subconsultants as shown in Exhibit A 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 A for the Consultant or any subconsultant, the Consultant shall reimburse the County based upon the actual costs determined by the audit.

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

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

6.2.5 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 the 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 6.2 remain in place.

6.3 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 A 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.

6.4 Method of Billing:

6.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 6.1.1. 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 subcontractor fees on a task basis, so that total hours and costs by task may be determined.

6.4.2 For Lump Sum Compensation under Section 6.1.2. 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.

6.5 Method of Payment:

6.5.1 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.

6.5.2 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.

6.5.3 Payment will be made to Consultant at:
ACAI Associates, Inc.
2937 West Cypress Creek Road, Suite 200
Fort Lauderdale, FL 33309

6.5.4 Payment shall be made to Consultant for services performed after the expiration date of this Agreement so long as the Project was assigned to Consultant by way of a Work Authorization or a Notice to Proceed issued to Consultant prior to the expiration date of this Agreement. This provision shall not be applicable to an earlier termination for cause or convenience as set forth in section 5.2 above, in which case Consultant shall be compensated as set forth therein.

ARTICLE 7. ADDITIONAL SERVICES CHANGES IN SCOPE OF SERVICES

7.1 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.

7.2 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 6. Additional Services authorized by the Contract Administrator shall include a required completion date for Consultant's performance of those additional services.

7.3 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 7.1 above, if applicable. During the pendency of any dispute, Consultant shall promptly perform the disputed services.

ARTICLE 8. COUNTY'S RESPONSIBILITIES

8.1 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.

8.2 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.

8.3 County shall review the itemized deliverables/documents submitted by Consultant and respond in writing with any comment within the time set forth on the approved Project Schedule.

8.4 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 9. INSURANCE

9.1 Consultant shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit D in accordance with the terms and conditions stated in this Article.

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

9.3 Within fifteen (15) days of notification of award, Consultant shall provide to County proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. County reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the County determines all performance required of Consultant is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit D. County shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to County upon expiration.

9.4 County reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.

9.5 If Consultant uses a subconsultant or subcontractor, Consultant shall ensure that each subconsultant or subcontractor names "Broward County" as an additional insured under the subconsultant's or subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

ARTICLE 10. EEO AND CBE COMPLIANCE

10.1 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 County's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

Consultant shall include the foregoing or similar language in its contracts with any Subcontractors, 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

10.2 Consultant acknowledges that the Board, acting through the OESBD, may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify County if Consultant concludes that the modification exceeds the authority of this section of this Agreement. Failure of Consultant to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

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

10.3 Consultant will meet the following CBE participation goal by utilizing the CBE firms for the following percentage of Services under this Agreement:

CBE participation goal	25%
------------------------	-----

CBE participation goal for this agreement is based upon the value of all fees paid to the Consultant for professional services, excluding Reimbursable expenses per Article 6.3.

Consultant stipulates that each CBE firm utilized to meet the CBE participation goal must be certified by the OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that the OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including cause,

Consultant shall provide written notice to the OESBD and shall substitute another CBE firm in order to maintain the level of CBE participation required herein, unless otherwise provided herein or agreed in writing by the parties. Such substitution shall not be required in the event the termination results from County modifying the scope of Services and there is no available CBE to perform the new Scope of Services, in which event Consultant shall notify County and the OESBD may adjust the CBE participation goal by written notice to Consultant. Consultant may not terminate for convenience a CBE firm without County's prior written consent, which consent shall not be unreasonably withheld.

10.4 In performing the services under this agreement, the Parties hereby incorporate the list of Consultant's participating CBE firms, addresses, scope of work, and the anticipated percentage of work amounts identified on each Letter of Intent into this Agreement (Exhibit C-1). Promptly upon issuance by County of a Notice to Proceed for a Work Authorization under this Agreement, Consultant shall enter into a formal contract with the appropriate CBE firms listed in Exhibit C and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD. Overall CBE participation shall be based upon the cumulative cost of all County approved work authorizations issued in accordance with Article 4, less reimbursable expenses.

10.5 If individual utilization of each CBE Subconsultant varies during the term of the agreement, the Consultant will advise and submit alternative approaches to meet the total CBE goal to the Contract Administrator and OESBD for their consideration and approval. In the event of Consultant's noncompliance with its CBE participation goal (including without limitation the unexcused reduction of a CBE firm's participation), the affected CBE firm shall have the right to exercise any remedies as may be available as between the CBE firm and the Consultant.

10.6 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE participation goals stated in this Article 10. In addition, Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its' contractual and CBE Program obligations. Such review and monitoring shall be by 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.

10.7 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 Subcontractors and suppliers. The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

10.8 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 11. MISCELLANEOUS

11.1 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.

11.2 Public Records. County is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a contractor acting on behalf of the County pursuant to Section 119.0701, Florida Statutes, Consultant and its subconsultants and subcontractors shall:

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

11.2.2 Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

11.2.4 Meet all requirements for retaining public records and transfer to County, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of Consultant to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement, and County shall enforce the default in accordance with the provisions set forth in Section 11.2.

11.3 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three years after the expiration or termination of the 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.

11.3.1 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.

11.3.2 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 the 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.

11.3.3 Consultant shall, by written contract, require its Subconsultants and subcontractors to agree to the requirements and obligations of this Section.

11.3.4 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 the Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant in addition to making adjustments for the overcharges. Any adjustments and/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.

11.4 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 paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Consultant under this Agreement

11.5 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. If Contract Administrator approves changing or modifying the list of subconsultants, Contract Administrator shall have the authority to negotiate the respective Exhibit A(s) which shall be incorporated into this Agreement upon execution of the Exhibit A(s) by Contract Administrator, Broward County's Representative and subconsultant(s). Where Consultant's failure to use subconsultant results in Consultant's noncompliance with CBE participation goals, such failure shall entitle the affected CBE firm to damages available under this Agreement and under local and state law. The list of subconsultants is provided on Exhibit B-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 9 on Consultant's subconsultants.

11.6 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 11.5. 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 the best local and national standards.

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

11.8 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.

11.9 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.

11.10 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.

11.11 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:
Ariadna Musarra, Contract Administrator
115 South Andrews Avenue, Room A-550
Fort Lauderdale, FL 33301

FOR CONSULTANT:
ACAI Associates, Inc.
2937 West Cypress Creek Road, Suite 200
Fort Lauderdale, FL 33309

11.12 Truth-In-Negotiation Certificate. Consultant's compensation under this Agreement is based upon representations supplied to County by Consultant, and Consultant certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

11.13 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.

11.14 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.

11.15 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 Procurement Code. Execution of this Agreement by Consultant shall also serve as Consultant's required certification that it either has or that it will establish a drug-free work place in accordance with Section 21.31(a) of the Broward County Procurement Code.

11.16 Independent Contractor. Consultant is an independent contractor under this Agreement. Services provided by Consultant shall be subject to the supervision of Contract Administrator. 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.

11.17 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.

11.18 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 Subcontractors to perform any services required by this Agreement, Consultant shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Consultant.

11.19 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 the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.20 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.

11.21 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.

11.22 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.

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

11.24 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.

11.25 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.**

11.26 Incorporation by Reference. The attached Exhibits A, B, B-1, and C are incorporated into and made a part of this Agreement.

11.27 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); 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 different sites, Consultant will be paid a re-use fee to be negotiated between Consultant and County representative, 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.

11.28 Payable Interest

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

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

11.29 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.

11.30 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.

11.31 Hurricane and Disaster Provisions:

11.31.1 County may issue, through its Director of Public Works or the Contract Administrator, Emergency Work Directives or other enabling documents to mobilize Consultant and its subconsultants in the aftermath of a hurricane, natural disaster or other emergency for the purposes of damage assessment and providing temporary and permanent repairs to County facilities (or other facilities as may be assigned by County). Consultant shall mobilize upon mutual agreement of specific terms for this work.

11.31.2 In the immediate aftermath of a storm, natural disaster or other emergency, the Consultant and Contract Administrator shall establish communications to determine

an assessment and recovery plan and to establish a preliminary list of emergency recovery activities that the Consultant shall undertake.

11.31.2.1 Consultant and Contract Administrator shall utilize that preliminary list of emergency recovery activities to develop one or more Emergency Work Directives for execution by the Contract Administrator and Consultant. Upon mutual agreement, Contract Administrator shall issue the executed Emergency Work Directives upon receipt of which, Consultant shall immediately undertake the emergency actions described therein.

11.31.2.2 Consultant shall mobilize personnel, subconsultants and equipment as necessary to complete the tasks required by an Emergency Work Directive for hurricane or other disaster recovery.

11.32.2.3 County shall issue Purchase Orders and other procurement documents as necessary to support of Emergency Work Directives as issued by the Director of Public Works or the Contract Administrator.

11.32.2.4 In the case of an extensive or long term recovery effort, the Contract Administrator may issue Emergency Work Directives (EWD's) to further clarify, supplement or redirect the instructions for work contained in the original Emergency Work Directive. Consultant shall coordinate tracking, reporting and executing work associated with the distinct EWD's with the Contract Administrator.

11.32.2.5 Consultant shall maintain detailed records of the Work and provide full information as required by Broward County, FEMA and other agencies responsible for emergency recovery operations for evaluation and to substantiate costs and time adjustments as may be necessitated by these required changes in the Work. Consultant's records of emergency recovery operations shall, at all times, be formatted and have content sufficient for County's reimbursement by Federal, State and other participating public agencies.

11.32.2.6 Consultant shall coordinate invoicing and payment procedures for emergency recovery work with the Contract Administrator to ensure expeditious payment and segregation of such payments from those applicable to the non-emergency Work required by this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

County

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County Commissioners

BY _____
Mayor

___ Day of _____, 20__.

Insurance requirements
Approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By C Pounall 01/04/18
Signature (Date)

By MJK 1/5/18
Michael J. Kerr (Date)
Deputy County Attorney

Colleen Pounall Risk Analyst
Print Name and Title above

ABC/wp
_____.doc
00/00/15

AGREEMENT BETWEEN BROWARD COUNTY AND ACAI ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR REPORTS AND STUDIES IN BROWARD COUNTY, FLORIDA, RFP # R2113758P1.

FOR INDIVIDUAL:

CONSULTANT

WITNESSES:

Signature

Print/Type Name

Signature

Print/Type Name

By _____

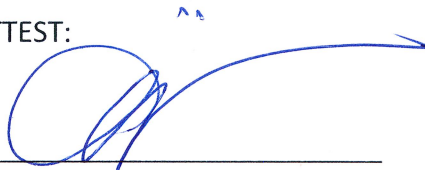
(Please Type Name)

____ day of _____, 20__.

FOR CORPORATION:

CONSULTANT

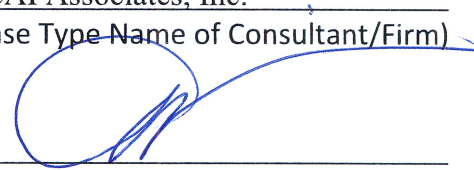
ATTEST:



Secretary

Adolfo J. Cotilla, Jr.
(Please Type Name of Secretary)

CORPORATE SEAL

ACAI Associates, Inc.
(Please Type Name of Consultant/Firm)
By 

President/Vice President

Adolfo J. Cotilla, Jr.
(Please Type Name of President/Vice President)

29 day of December, 2017.



Witness: Donald Wilkin

General Professional Services Agreement
ATTACHMENT 1:
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 or CADD:** Computer Aided Design and Drafting. 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 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 1a – BIM Standards of Care and the current edition (2014 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 in a compatible data format 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 2014 or higher.
- b. Autodesk, Inc. AutoCAD release 2014 or higher.
- c. Alternative, compatible BIM software formats that conform to the requirements of Section 2.2 of this Attachment 1 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 1 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) IFC2x3 V.2.0 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 2010 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 – 1a, BIM 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 2010 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 1: Electronic Media Submittal Requirements

General Professional Services Agreement
ATTACHMENT 1A:
BIM/CAD 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 Design (“CAD”) content as necessary to produce a complete set of Construction Documents. “Section 1 - Definitions and Identifications” as presented in Attachment 1 – Electronic Media Submittal Requirements, are incorporated herein. BIM Product information shall be organized in accordance with the OmniClass (OCCS) Table 23 National Standard.

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

Attachment 1A – BIM Standards of Care to:
Professional Architectural and Engineering Services for Reports and Studies
RFP# R2113758P1
12/21/2017

- 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 Construction Classification System Table 23 format as presented in 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:

Attachment 1A – BIM Standards of Care to:
Professional Architectural and Engineering Services for Reports and Studies
RFP# R2113758P1
12/21/2017

- 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, hardware sets using Builders Hardware Manufacturers Association (BHMA) designations, 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, communications, static grounding systems, 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 Construction Classification System Table 23 excerpts to establish the basis of COBie elements to be tracked and delivered in the completed model.

23-11	Site 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
23-39	Utility and Transportation Products

Table 1.0 – Selected Excerpts from OmniClass Table 23

End of Attachment 1A: BIM/CAD Standards of Care

**EXHIBIT A
SALARY COSTS**

Professional Architectural and Engineering Services for Reports and Studies

RFP No: R2113758P1
 Consultant/
 Sub Consultant Name: ACAI Associates, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$85.61		2.91		\$249.13
Project Manager	\$55.52		2.91		\$161.56
Senior Landscape Architect	\$52.50		2.91		\$152.78
Spec Writer/Reviewer	\$50.00		2.91		\$145.50
Job Captain	\$48.92		2.91		\$142.36
Project Architect	\$40.38		2.91		\$117.51
Senior Technician	\$38.84		2.91		\$113.02
Technician	\$35.34		2.91		\$102.84
Junior Technician	\$29.77		2.91		\$86.63
BIM Manager	\$45.67		2.91		\$132.90
BIM Coordinator	\$34.62		2.91		\$100.74
BIM Senior Modeler	\$30.77		2.91		\$89.54
BIM Modeler	\$26.92		2.91		\$78.34
Senior Construction Project Manager	\$47.70		2.91		\$138.81
Inspector	\$41.00		2.91		\$119.31
Administrative Assistant	\$37.11		2.91		\$107.99
Clerk	\$20.00		2.91		\$58.20

Multiplier of 2.91 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (146.48%)

FRINGE = HOURLY RATE X FRINGE (18.41%)

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

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

2.91

*IMPORTANT NOTE: See Article 6.2

Exhibit A – Salary Costs to:
 Professional Architectural and Engineering Services for Reports and Studies
 RFP# R2113758P1
 12/21/2017

**EXHIBIT A
SALARY COSTS**

Professional Architectural and Engineering Services for Reports and Studies

RFP No: R2113758P1
 Consultant/
 Sub Consultant Name: Advanced Data Cabling and Consulting, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$62.50		2.31		\$144.38
Project Manager	\$28.00		2.31		\$64.68
Senior Technician	\$25.00		2.31		\$57.75
Junior Technician	\$15.00		2.31		\$34.65
Administrative Assistant	\$25.00		2.31		\$57.75

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

*IMPORTANT NOTE: See Article 6.2

**EXHIBIT A
SALARY COSTS**

Professional Architectural and Engineering Services for Reports and Studies

RFP No: R2113758P1

Consultant/

Sub Consultant Name: CMS - Construction Management Services, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$70.00		2.31		\$161.70
Project Manager	\$46.17		2.31		\$106.65
Senior Estimator	\$41.13		2.31		\$95.01
Estimator	\$32.33		2.31		\$74.68
Administrative Assistant	\$26.10		2.31		\$60.29

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

*IMPORTANT NOTE: See Article 6.2

**EXHIBIT A
SALARY COSTS**

Professional Architectural and Engineering Services for Reports and Studies

RFP No: R2113758P1
 Consultant/
 Sub Consultant Name: Gartek Engineering Corporation

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal					\$250.00**
Project Manager	\$61.15		2.99		\$182.84
Senior Engineer	\$56.05		2.99		\$167.59
Senior Technician	\$38.10		2.99		\$113.92
Drafter	\$25.44		2.99		\$76.07
Administrative Assistant	\$29.68		2.99		\$88.74

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (79.06%)

FRINGE = HOURLY RATE X FRINGE (93.01%)

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

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

2.99

*IMPORTANT NOTE: See Article 6.2

**Negotiated Rate

**EXHIBIT A
SALARY COSTS**

Professional Architectural and Engineering Services for Reports and Studies

RFP No: R2113758P1
 Consultant/
 Sub Consultant Name: Premiere Design Solutions, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$78.00		2.31		\$180.18
Associate	\$65.00		2.31		\$150.15
Project Manager	\$57.00		2.31		\$131.67
Senior Engineer	\$50.00		2.31		\$115.50
Project Engineer	\$40.00		2.31		\$92.40
Professional Surveyor	\$50.00		2.31		\$115.50
Surveying Technician	\$30.00		2.31		\$69.30
CAD Technician	\$30.00		2.31		\$69.30
Administrative Assistant	\$25.00		2.31		\$57.75

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

*IMPORTANT NOTE: See Article 6.2

**EXHIBIT A
SALARY COSTS**

Professional Architectural and Engineering Services for Reports and Studies

RFP No: R2113758P1
 Consultant/
 Sub Consultant Name: S & F Engineers, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$65.00		2.99		\$194.35
Senior Project Manager	\$60.00		2.99		\$179.40
Project Manager	\$55.00		2.99		\$164.45
Senior Engineer	\$50.00		2.99		\$149.50
Engineer	\$44.00		2.99		\$131.56
Senior Designer	\$35.00		2.99		\$104.65
Senior Inspector	\$37.00		2.99		\$110.63
Inspector	\$33.00		2.99		\$98.67
Graduate Designer	\$33.00		2.99		\$98.67
Intern	\$33.00		2.99		\$98.67
Senior Technician (CADD)	\$29.50		2.99		\$88.21
Junior Technician (CADD)	\$27.00		2.99		\$80.73
Secretary	\$26.50		2.99		\$79.24

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (113.21%)

FRINGE = HOURLY RATE X FRINGE (65.11%)

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

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

2.99**

*IMPORTANT NOTE: See Article 6.2

**Negotiated Rate

**EXHIBIT A
SALARY COSTS**

Professional Architectural and Engineering Services for Reports and Studies

RFP No: R2113758P1
 Consultant/
 Sub Consultant Name: Terracon Consultants, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal					\$250.00**
Project Manager	\$54.83		2.99		\$163.94
Senior Engineer	\$40.80		2.99		\$121.99
Senior Technician	\$30.77		2.99		\$92.00
Junior Technician	\$16.44		2.99		\$49.16
Driller	\$27.80		2.99		\$83.12
Drafter	\$21.32		2.99		\$63.75
Administrative Assistant	\$21.48		2.99		\$64.23

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (132.13%)

FRINGE = HOURLY RATE X FRINGE (54.93%)

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

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

2.99**

*IMPORTANT NOTE: See Article 6.2

**Negotiated Rate

**EXHIBIT A
SALARY COSTS**

Professional Architectural and Engineering Services for Reports and Studies

RFP No: R2113758P1
 Consultant/
 Sub Consultant Name: Traf Tech Engineering, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Traffic Engineer	\$53.00		2.31		\$122.43

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

*IMPORTANT NOTE: See Article 6.2

EXHIBIT B
SCHEDULE OF SUBCONSULTANT PARTICIPATION

RFP No: R2113758P1
Title: Professional Architectural and Engineering Services for Reports and Studies

No.	Firm Name	Discipline
1.	Advanced Data Cabling and Consulting, Inc.	Telecommunication/Data Engineering
2.	CMS-Construction Management Services, Inc.	Cost Estimating
3.	Gartek Engineering Corporation	MEP & Fire Protection
4.	Premiere Design Solutions, Inc.	Civil Engineering & Surveying
5.	S & F Engineers, Inc.	Structural Engineering
6.	Terracon Consultants, Inc.	Geotechnical Engineering
7.	Traf Tech Engineering, Inc.	Transportation & Traffic Engineering

EXHIBIT C
SCHEDULE OF CBE PARTICIPATION

RFP No: R2113758P1
Project Title: Professional Architectural and Engineering Services for Reports and Studies

CBE/Firm	CBE Category	Description	Fees	% of Basic Service Fees
Gartek Engineering Corporation	CBE	MEP & Fire Protection	\$00.00	18%
S & F Engineers, Inc.	CBE	Structural Engineering	\$00.00	6%
Premiere Design Solutions, Inc.	CBE	Civil Engineering & Surveying	\$00.00	4%
Advanced Data Cabling and Consulting, Inc.	CBE	Telecommunication/Data Engineering	\$00.00	1.5%
CMS-Construction Management Services, Inc.	CBE	Cost Estimating	\$00.00	1%
Total CBE Participation			TBD	30.5%

EXHIBIT C-1
LETTERS OF INTENT

(Applicable when agreement has assigned CBE goals)

Consultant represents that the CBE participants referenced in the attached Letters of Intent will be utilized wherever possible to meet or exceed the County CBE goal and that Consultant estimates that each Subconsultant will perform the percentage of work set forth. If individual utilization of each Subconsultant varies during the term of the agreement, the Consultant will advise and submit alternative approaches to meet the total CBE goal to the Contract Administrator and OESBD for their consideration and approval. Consultant represents that the following information regarding participating Subcontractors is true and correct to the best of his/her knowledge.



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: R2113758P1	Project Title: Professional Architectural and Engineering Services for Reports and Studies
---	--

Bidder/Offeror Name: ACAI Associates, Inc.
Address: 2937 W Cypress Creek Road, Suite 200 **City:** Fort Lauderdale **State:** FL **Zip:** 33309
Authorized Representative: Adolfo J. Cotilla, Jr. **Phone:** 954-484-4000

CBE Subcontractor/Supplier Name: Advanced Data Cabling & Consulting
Address: 4911 Lyons Tech Parkway, Suite 24 **City:** Coconut Creek **State:** FL **Zip:** 33073
Authorized Representative: DAVID BUTLER **Phone:** 754-224-9676

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Telecommunications and Data Engineering		To Be Determined	1.5%

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

CBE Subcontractor/Supplier Authorized Representative
[Signature] PRESIDENT 07/26/2017
 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative
[Signature] President 07/26/2017
 (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.

CBE Letter of Intent July 2012



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: R2113758P1	Project Title: Professional Architectural and Engineering Services for Reports and Studies
---	--

Bidder/Offeror Name: ACAI Associates, Inc.
 Address: 2937 W Cypress Creek Road, Suite 200 City: Fort Lauderdale State: FL Zip: 33309
 Authorized Representative: Adolfo J. Cotilla, Jr. Phone: 954-484-4000

CBE Subcontractor/Supplier Name: CMS - Construction Management Services, Inc.
 Address: 10 Fairway Drive, Suite 301 City: Deerfield Beach State: FL Zip: 33441
 Authorized Representative: Keith Emery, President Phone: 954-481-1611

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Cost Estimating	541611	To Be Determined	1%

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

CBE Subcontractor/Supplier Authorized Representative

[Signature] President 07/26/2017
 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

[Signature] President 07/26/2017
 (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

CBE Letter of Intent July 2012



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: R2113758P1	Project Title: Professional Architectural and Engineering Services for Reports and Studies
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Bidder/Offeror Name: ACAI Associates, Inc.
Address: 2937 W Cypress Creek Road, Suite 200 **City:** Fort Lauderdale **State:** FL **Zip:** 33309
Authorized Representative: Adolfo J. Cotilla, Jr. **Phone:** 954-484-4000


CBE Subcontractor/Supplier Name: Gartek Engineering
Address: 7210 SW 39th Terrace **City:** Miami **State:** FL **Zip:** 33155
Authorized Representative: _____ **Phone:** 305-266-8997

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
MEP and Fire Protection Engineering		To Be Determined	18%

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

CBE Subcontractor/Supplier Authorized Representative

 _____ Vice President 07/26/2017
 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

 _____ President 07/26/2017
 (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

CBE Letter of Intent July 2012



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: R2113758P1	Project Title: Professional Architectural and Engineering Services for Reports and Studies
---	--

Bidder/Offeror Name: ACAI Associates, Inc.

Address: 2937 W Cypress Creek Road, Suite 200 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Adolfo J. Cotilla, Jr. Phone: 954-484-4000

CBE Subcontractor/Supplier Name: Premiere Design Solutions

Address: 2900 Glades Circle, A-700 City: Weston State: FL Zip: 33327

Authorized Representative: Luis Jurado Phone: 954-237-7850

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Civil Engineering and Surveying		To Be Determined	4%


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

CBE Subcontractor/Supplier Authorized Representative



(Signature) President (Title) 07/26/2017 (Date)

Bidder/Offeror Authorized Representative



(Signature) President (Title) 07/26/2017 (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.



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: R2113758P1	Project Title: Professional Architectural and Engineering Services for Reports and Studies
---	--

Bidder/Offeror Name: ACAI Associates, Inc.

Address: 2937 W Cypress Creek Road, Suite 200 City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Adolfo J. Cotilla, Jr. Phone: 954-484-4000

CBE Subcontractor/Supplier Name: S&F Engineers, Inc.

Address: 2925 W Cypress Creek Road City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Sivananthan Sritharan Phone: 954-938-0020

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Structural Engineering Services	541330	To Be Determined	6%

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

CBE Subcontractor/Supplier Authorized Representative

 President 07/26/2017
(Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

 President 07/26/2017
(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.

CBE Letter of Intent July 2012

**EXHIBIT C-2
Monthly CBE Utilization Report**



MONTHLY (CBE) UTILIZATION REPORT

Report No. _____

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

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT CBE Subcontractor	Description of Work Address	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
Total Amount Paid to Subcontractors to Date:						

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

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

OESBD Compliance Form 2009-MUR

EXHIBIT D
MINIMUM INSURANCE REQUIREMENTS

Commercial General Liability Insurance

Coverage shall apply on a primary and non-contributory basis.

Combined single limit for bodily injury and property damage:

One Million Dollars (\$1,000,000.00) per occurrence

Two Million Dollars (\$2,000,000.00) per aggregate

Business Automobile Liability Insurance

Coverage shall apply on a primary and non-contributory basis.

Combined single limit for bodily injury and property damage:

Five Hundred Thousand Dollars (\$500,000.00) per occurrence

Workers' Compensation Insurance

In compliance with Florida Statutes, Chapter 440

Employer's Liability Insurance

One Million Dollars (\$1,000,000.00) each accident

Professional Liability (Errors & Omissions) Insurance

Coverage provided on a claims-made basis shall remain in force for two (2) years' after the completion of services.

One Million Dollars (\$1,000,000.00) each claim, and Two Million Dollars (\$2,000,000.00) per aggregate.