



**AGREEMENT BETWEEN BROWARD COUNTY AND BERMELO, AJAMIL & PARTNERS, INC.
FOR CONSULTANT SERVICES FOR UPDATE TO THE BROWARD COUNTY PORT EVERGLADES
MASTER/VISION PLAN (RFP#R2113514P1)**

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the state of Florida ("County") and Bermello, Ajamil & Partners, Inc., a Florida corporation ("Consultant") (collectively referred to as the "Parties").

WHEREAS, County issued RFP No. R2113514P1 for consultant services for update to the Broward County Port Everglades Master/Vision Plan; and

WHEREAS, Consultant represents that it is experienced in, and capable of providing the consultant services necessary for, updating a master/vision plan as required for the update to the Broward County Port Everglades Master/Vision Plan; and

WHEREAS, County wishes to engage Consultant to update the Broward County Port Everglades Master/Vision Plan (the "Project"); and

WHEREAS, negotiations pertaining to this Project were undertaken between County and Consultant, and this Agreement incorporates the results of such negotiations, 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 **Contract Administrator:** The Port Director, or Assistant Director of Port Everglades, who is the representative of County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.3 **County Administrator:** The administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

1.4 **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.

1.5 **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 ("OESBD").

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

1.7 **Project**: Update to the Broward County Port Everglades Master/Vision Plan.

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

ARTICLE 2. PREAMBLE

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

2.1 County has budgeted funds for the Project. This Project is funded with County funds.

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

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

ARTICLE 3. SCOPE OF SERVICES

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

3.2 The Scope of Services does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in this Agreement, Consultant determines that work should be performed to complete the Project, which is in Consultant's opinion outside the level of effort originally

anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written County approval is at Consultant's sole risk.

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

ARTICLE 4. TERM; TIME FOR PERFORMANCE; LIQUIDATED DAMAGES

4.1 The term of this Agreement shall begin on the date it is fully executed by the Parties ("Commencement Date") and shall run for a period of two (2) years from the Commencement Date ("Original Term"), unless sooner terminated or extended as provided herein. At the County's Purchasing Director's option, County may seek to extend the Original Term of this Agreement for up to two (2) additional one-year terms ("Option Term"). The exercise of each Option Term shall be by written notification issued by County's Purchasing Director and furnished to Consultant. The continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes.

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

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

4.4 In the event Consultant is unable to complete the above services because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of Consultant, or because of delays which were caused by factors outside the control of Consultant, County shall grant a reasonable extension of

time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify 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.

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

Project Phase	Amount
Phase 1	\$ 100.00
Phase 2	\$ 100.00
Phase 3	\$ 100.00
Phase 4	\$ 100.00

These amounts are not penalties but are liquidated damages to County for Consultant's inability to proceed with, and complete, the phases of the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both Parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Consultant to complete the respective phases within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.8, Indemnification of County.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.1 Amount and Method of Compensation

5.1.1 Maximum Amount Not-To-Exceed Compensation. [Intentionally Left Blank.]

5.1.2 Lump Sum Compensation. Compensation to Consultant for the performance of all Basic Services identified in Exhibit A, payable on a "Lump Sum" basis, and as otherwise required by this Agreement, shall be not more than a total lump sum of Eight Hundred Fifty Thousand Dollars (\$850,000).

5.1.3 Optional Services. County has established an amount of Two Hundred Thousand Dollars (\$200,000) for potential Optional Services that may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County. A Work Authorization for Optional Services shall specify the method of payment, Maximum Amount Not-To-Exceed, Lump Sum, or combination thereof, applicable to that Work Authorization.

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of Fifteen Thousand Dollars (\$15,000) for potential reimbursable expenses, which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by County.

5.1.5 Salary Costs. The maximum billing rates payable by County for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 5.2.

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

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

<u>Project Phase</u>	<u>Fee %</u>	<u>Fee Amount/ Phase</u>
Phase 1	41.89%	\$356,072
Phase 2	51.77%	\$440,054
Phase 3	4.51%	\$ 38,349
Phase 4	1.83%	\$ 15,525
	=====	=====
Total Basic Services Fee	100%	\$850,000

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

5.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date

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

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit.

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

5.2.4 The total hours payable by County for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. In the event the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced to County at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. In the event a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

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

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

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

5.4 Method of Billing

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings that 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 that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

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

5.5 Method of Payment

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

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

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

5.5.3 Payment will be made to Consultant at:

Bermello Ajamil & Partners
Attn: Mark Ittel, Senior Vice President/Partner
900 SE 3rd Avenue, Suite 203
Ft. Lauderdale, FL 33316

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

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

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

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

6.4 Consultant may, at the Contract Administrator's discretion, be authorized to perform Optional Services as delineated in Exhibit A, Scope of Services, up to the maximum fee amount

established for Optional Services under Section 5.1.3. Any Optional Services to be performed by Consultant pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization" in accordance with this article. Prior to issuing a Work Authorization, the Contract Administrator must provide the Office of the County Attorney with the written description of the work to be undertaken as required by subsection 6.4.4.1 and must obtain a written concurrence from the Office of the County Attorney that the work proposed to be performed pursuant to the Work Authorization is within the scope of services of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. COUNTY'S RESPONSIBILITIES

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

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

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

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

ARTICLE 8. INSURANCE

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

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

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

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

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

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

8.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including

coverage for liability contractually assumed, and shall cover all owned, nonowned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

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

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

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

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

8.6 Consultant shall provide County thirty (30) calendar days' advance notice of any cancellation of the policy except in cases of cancellation for nonpayment for which County shall be given ten (10) calendar days' advance notice.

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

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

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

8.10 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, coverages, and endorsements.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

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

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

Failure by Consultant to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

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

Consultant to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

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

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

CBE participation goal	25%
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Consultant stipulates that each CBE firm utilized to meet the CBE participation goal must be certified by the OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that the OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including cause, Consultant shall provide written notice to the OESBD and shall substitute another CBE firm in order to maintain the level of CBE participation required herein, unless otherwise provided herein or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from County modifying the scope of services and there is no available CBE to perform the new scope of services, in which event Consultant shall notify County and the OESBD may adjust the CBE participation goal by written notice to Consultant. Consultant may not terminate for convenience a CBE firm without County's prior written consent, which consent shall not be unreasonably withheld.

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

9.5 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE participation goals stated in this article. In addition, Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD, unless otherwise determined by the County Administrator. County shall have access, without limitation,

to Consultant's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice.

9.6 In the event of Consultant's noncompliance with its CBE participation goal (including without limitation the unexcused reduction of a CBE firm's participation), the affected CBE firm shall have the right to exercise any remedies as may be available as between the CBE firm and Consultant.

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

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

ARTICLE 10. MISCELLANEOUS

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

10.2 Termination.

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

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

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

10.2.2.1 Upon the disqualification of Consultant as a CBE by County's Director of the OESBD 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;

10.2.2.2 Upon the disqualification of Consultant by County's Director of the OESBD 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;

10.2.2.3 Upon the disqualification of one or more of Consultant's CBE participants by County's Director of the OESBD 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;

10.2.2.4 Upon the disqualification of one or more of Consultant's CBE participants by County's Director of the OESBD if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or

10.2.2.5 If Consultant is determined by County's Director of the OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

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

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

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

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

10.3 Public Records. To the extent Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

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

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

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

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954)468-3501, JORHERNANDEZ@BROWARD.ORG, 1850 ELLER DRIVE, SUITE 502, FORT LAUDERDALE, FLORIDA 33316.

10.4 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain

to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

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

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

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

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

10.6 Subconsultants. Consultant shall utilize the Subconsultants identified in the proposal that were a material part of the selection of Consultant to provide the services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the list of Subconsultants submitted by Consultant. Where Consultant's failure to use Subconsultant results in Consultant's noncompliance with CBE participation goals, such failure shall entitle the affected CBE firm to damages available under local and state law. The list of

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

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

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

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

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

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT.

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

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

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

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

FOR COUNTY:
Port Everglades Department
Attn: Assistant Director of Port Everglades
1850 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

FOR CONSULTANT:
Bermello Ajamil & Partners
Attn: Mark Ittel, Senior Vice President/Partner
900 SE 3rd Avenue, Suite 203
Ft. Lauderdale, FL 33316

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

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

10.15 Consultant's Staff. Consultant will provide the key staff identified in their proposal for Project as long as said key staff are in Consultant's employment. Consultant will obtain prior written approval of Contract Administrator to change key staff, which approval shall not be unreasonably withheld. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant's staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal.

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

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

10.18 Third Party Beneficiaries. Neither Consultant nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or

administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

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

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

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

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

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

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

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

10.26 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

10.27 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits A, B, B-1, C, C-1, D, and E are incorporated into and made a part of this Agreement.

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

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

Each reuse 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 reuse 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 reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location.

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

10.29 Payable Interest

10.29.1. Payment of Interest. County shall not be liable to pay any interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

10.29.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

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

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

10.32 [Intentionally Left Blank]

10.33 Domestic Partnership Requirement. Consultant certifies and represents that it will comply with County's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of this Agreement. The failure of Consultant to comply shall be a material breach of this Agreement, entitling County to pursue any and all remedies provided under applicable law including, but not limited to: (1) retaining all monies due or to become due Consultant until Consultant complies; (2) termination of this Agreement; and (3) suspension or debarment of Consultant from doing business with County.

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through
its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of
_____, 20____, and BERMELO, AJAMIL & PARTNERS, INC., signing by and through its
Sr. Vice President, duly authorized to execute same.

County

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By _____
Mayor
____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

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

By [Signature] 2.1.18
Signature (Date)
CARLOS DE LA GUERRA
RISK MANAGEMENT & CON
BUSINESS ADMINISTRATION DIVISION
PORT EVERGLADES

By [Signature] 2/1/18
Signature (Date)
Al A DiCalvo
Assistant County Attorney

[Signature] 2/1/18
Signature (Date)
Russell J. Morrison
Senior Assistant County Attorney

Print Name and Title above


AAD/cr
1/30/18
Bermello-2018 MasterPlanAgmt_v5Final-2018-0130
File #17-3018.03

AGREEMENT BETWEEN BROWARD COUNTY AND BERMELLO, AJAMIL & PARTNERS, INC., FOR CONSULTANT SERVICES FOR UPDATE TO THE BROWARD COUNTY PORT EVERGLADES MASTER/VISION PLAN (RFP#R2113514P1)

Consultant


ATTEST:

BERMELLO, AJAMIL & PARTNERS, INC.



Secretary
Jorge Ferrer

(Print/Type Name)

By 

President or Vice-President
MARK Ithel, Sr. Vice President


(Print/Type Name and Title)

(Corporate Seal)

31 day of JANUARY, 2018.

OR

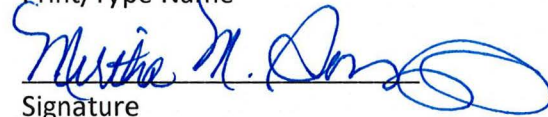
WITNESSES:



Signature

Vanessa Gambecini

Print/Type Name



Signature

Nurtha M. Conde

Print/Type Name

INDEX TO EXHIBITS:

Exhibit A	Scope of Services, with Attachments
Exhibit B	Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Nonsalary Expenses
Exhibit C	Letters of Intent
Exhibit C-1	Schedule of Subconsultants
Exhibit D	Minimum Insurance Requirements
Exhibit E	Port Everglades Security Requirements

EXHIBIT A:
SCOPE OF WORK

Project No: RFP: R2113514P1
Project Title: 2018 Port Everglades Master/Vision Plan Update
Facility Name: Broward County's Port Everglades Department

OBJECTIVE

The 2018 Port Everglades Master/Vision Plan (M/VP) Update will result in a projective and substantiated market driven, phased roadmap for guiding cost-feasible capital investments over the 20-year planning horizon that can be embraced by the community with a sustainable and viable business model for Broward County's Port Everglades Department (Port Everglades or Port).

B&A will review the existing 2014 Port Everglades Master/Vision Plan, related economic activity, financial and market forecasts and conditions, and other relevant Port/County planning documents. B&A shall provide to County professional services to update the 2014 Port Everglades Master/Vision Plan, as approved by the Board on June 24, 2014, in the same format and organization. In general, each Element of each Phase will be updated to reflect present conditions through the end of fiscal year 2018 (FY 17/18). The 20-year planning horizon will remain with the 5-year Master Plan for the period fiscal years 2019 to 2023; the 10-year Vision Plan for the period fiscal years 2024 to 2028 and the 20-year Vision Plan for the period fiscal years 2029 to 2038

I. BASIC SERVICES

PHASE 1

Phase 1 will consist of an update to the existing conditions assessment element and the market assessment element. Phase 1 will require conducting several meetings with key Port Everglades senior staff members, tenant/stakeholder, the Port Everglades Association, the County Administrator, the focus group, business stakeholders, environmental stakeholders, and the general public.

TASK 1: UPDATE ELEMENT 1 (EXISTING CONDITIONS ASSESSMENT)

Project Kickoff Meeting (M/VP Project Team Meeting 1 of 7)

B&A will coordinate a kick-off meeting with Port Everglades and its designated project steering team (the 2018 Port Everglades M/VP Update project team). Topics for discussion include:

- Confirmation of project goals and objectives
- Agreement on the project schedule, timing and content of workshops, recordkeeping standards, communication with Port Everglades, public notification of meetings, and preliminary and final submissions
- Discussion of ongoing and planned Port Everglades projects, markets and tenants served, community issues and other items that serve to frame the context of the M/VP update



- Assembly and discussion of study materials including current tenant contracts – cruise, liquid bulk and cargo; land leases; port tenant contracts and issues; concessions; public/private partnerships; economic impact analyses; and, other items to be identified

The date/time and location of this meeting will be determined by the Contract Administrator

Initial Outreach (Tenant/Stakeholder Meeting 1 of 4)

B&A will conduct a kick-off tenant/stakeholder meeting that will include but not be limited to the progress on implementation of the existing 2014 Port Everglades Master/Vision Plan and provide an overview of the work plan related to this update including timelines for each phase and task. The date/time and location of this meeting will be determined by the Contract Administrator.

Environmental Community Outreach (Environmental Stakeholder Meeting 1 of 2)

B&A will conduct an Environmental Stakeholder Meeting, whose participants will be determined by the Contract Administrator with B&A's assistance. The date/time and location of this meetings will be determined by the Contract Administrator.

1.1 Update Introduction

B&A will update the introduction (Section 1.1), master planning context: regional setting and port environs (Section 1.2), land ownership and uses (Section 1.3), facility inventory (Section 1.4), facility, progress on projects (Section 1.5) and subsequent Master/Vision Plan Updates, from information provided by the Port.

1.2 Identify Impacts of Existing and Future Plans

B&A will identify and incorporate existing and future plans that will interface with the Port and identify impacts that these plans may have on seaport expansion (Section 1.6). Examples include but are not limited to the Broward County Convention Center Expansion and Convention Center Hotel, including removal of Terminal 1 and demolition of a portion of the existing Northport garage, and the Ft. Lauderdale-Hollywood International Airport Expansion.

1.3 Update Cargo Berth and Yard Capacity Analysis

B&A will update the cargo berth and yard capacity analysis (Section 1.7) utilizing the latest data furnished by the Port; update and analysis should include the proposed Southport Turning Notch Extension project which includes new crane rail infrastructure and the purchase of new Post-panamax cranes.

1.4 Update Traffic and Circulation

B&A will update on-Port traffic circulation and parking (Section 1.8) from data provided by the Port.

1.5 Update Intermodal Transportation Network

B&A will update the Intermodal Transportation Network based on Section 1.9 of the existing 2014 Port Everglades Master/Vision Plan.

1.6 Update Environmental Conditions

B&A will update environmental conditions (Section 1.10), from information provided by Port Everglades and include findings from Broward County climate change forecasts and analysis.

1.7 Update Existing Conditions

B&A will update existing conditions per Section 1.7 of the existing 2014 Port Everglades Master/Vision Plan, to reflect present conditions at the start of the 2018 Master/Vision Plan Update.

TASK 2: UPDATE ELEMENT 2 (MARKET ASSESSMENT)

B&A will conduct multi-sector analysis for cargo, cruise, and petroleum, and identify market changes between 2014 and present.

2.1 Update Introduction and Historic Core Cargo and Cruise Operations

B&A will update introduction (Section 2.1) and summary of historic core cargo and cruise operations (Section 2.2).

2.2 Update Cruise Market Assessment/Forecast

B&A will analyze and update the cruise market assessment/forecast including passenger ferry operations (Section 2.3). The analysis and update will include but not be limited to the following:

- Conduct interviews by phone with corporate staff of the cruise companies with existing or potential future agreements with and calls at Port Everglades
- Research and analysis of macro-level cruise industry trends including the fastest growing markets (Caribbean vs. Southeast Asia, etc.) and what will ultimately be Port Everglades share (micro-level) of the future cruise passenger market
- Domestic and international cruise demand projections for the Caribbean market overall
- A cruise fleet list/analysis for the 20-year planning horizon including new ship orders on file, including deployment dates and anticipated markets
- Average vessel size (draft/beam/length/passenger count) projected to call Port Everglades over the 20-year planning horizon
- High, medium, and low passenger forecast scenarios as Port Everglades market share over the 20-year planning horizon
- Average passenger moves per terminal per year required to achieve the projected forecast based on existing and planned infrastructure improvements

2.3 Update Liquid Bulk Market Assessment/Forecast

B&A will update the liquid bulk market assessment (Section 2.4) with and without the planned U.S. Army Corps of Engineers (USACE) Port Everglades Navigation Improvement project (48'+1'+1' of water). Update will consist of:

- Demand projections for the region serviced by Port Everglades considering overall economic activity and the expected impact over time of a changing population, price sensitivity, vehicle mix, Corporate Average Fuel Economy (CAFE) requirements, Emission Control Area (ECA) requirements, power generation needs and aircraft fleet changes

- Re-assessment of the Port's market position giving consideration to proposed competitive rail and pipeline projects along with the likelihood of their construction
- Potential impact on vessel mix based on the rebalancing of the petroleum markets, changes in terminal ownership and refinery/terminal expansion
- Analysis of existing facilities and tankage to determine the potential for industry expansion or consolidation at Port Everglades
- Conduct interviews by phone with corporate staff of the oil companies with terminals at Port Everglades, preferably representing supply/distribution, trading, and marine interests (as opposed to onsite operational staff)
- Assess potential for Liquefied Natural Gas (LNG) and Compressed Natural Gas (CNG) opportunities with specifics in regard to product availability, demand, and compatibility of these products in the existing Port environment (stakeholders, regulators and community) including potential locations for storage and distribution facilities, if applicable
- Projected volume assessment with high, medium and low scenarios, per year, over the 20-year design horizon and opinion on the projection's compatibility with future berthing/slip infrastructure improvements currently proposed in the existing 2014 Port Everglades Master/Vision Plan

2.4 Update Cargo Market Assessment/Forecast

B&A will update the containerized and non-containerized cargo (dry/neo-bulk) market assessments/forecasts (Sections 2.5 and 2.6) – including crushed rock aggregate and other similar bulk products and cargo – with and without the planned USACE Port Everglades Navigation Improvement project (48'+1'+1' of water). B&A will re-evaluate land usage to reflect recent market influences, expansion of the Panama Canal, potential share of Asian ocean-going market, and Port Everglades tenant changes, with high, medium and low scenarios for the business lines for the 20-year planning horizon to the year 2037. Data from the Port Import/Export Reporting Service (PIERS)/Information Handling Services Markit (IHS Markit) and the Journal of Commerce, as agreed upon by B&A and Contract Administrator, will be furnished by the Contract Administrator. Update will include but not be limited to the following:

2.4.1 Containerized Cargo Market Assessment/Forecast

- Research and analysis of macro-level trade trends, including current and expected carrier/alliance activity
- An analysis of all new global containerized cargo ship orders on file with the potential to trade at Port Everglades, including ship size trends and trade lanes/routes with particular emphases on new container vessels, including all ship's gear new builds
- A list and analysis of relevant existing containerized cargo vessel life expectancies and retirement plans, and likely replacement vessels (e.g., when does the Great White Fleet plan to replace its retired ship's gear fleet, with new ship's gear vessels)
- Conduct interviews by phone with corporate staff of the terminal operating and shipping companies with container terminal operations and calls at Port Everglades
- Demand projections for the following domestic hinterland regions:
 - South Florida
 - South + Central Florida
 - All of Florida
 - U.S. Southeast including but not necessarily limited to Georgia, South Carolina, North Carolina, Alabama, Mississippi, and Tennessee and include a truck mileage table and concentric circle map indicating which point/cities are cost favorable by truck miles or even better truck rates to Port Everglades along with a comparison to other ports

- GDP and trade growth projections (existing and future economic conditions in Port Everglades target markets) along with the top 10 growth commodities to/from Florida for the following international regions:
 - Caribbean/Cuba
 - Central America
 - North Coast South America
 - West Coast South America
 - East Coast South America
 - Mediterranean
 - North Europe
 - Southeast Asia
 - North Asia
 - Middle East
- Average vessel size (draft, beam, length and Twenty-Foot Equivalent Unit (TEU) capacity) projected to call Port Everglades over the 20-year planning horizon
- High, medium and low containerized cargo (TEU) forecast scenarios as Port Everglades market share over the 20-year planning horizon
- Average moves per berth per year required to achieve the projected volume based on existing and planned infrastructure improvements

2.4.2 Non-containerized Cargo Market Assessment/Forecast

- Research and analysis of macro-level trade trends, including import/export demand for current and expected Port Everglades non-containerized cargo types and commodity mixes
- An analysis of non-containerized cargo ship orders on file with the potential to trade at Port Everglades, including ship size trends and trade lanes/routes
- A list and analysis of relevant existing non-containerized cargo vessel life expectancies and retirement plans, and likely replacement vessels
- Conduct interviews by phone with corporate staff of the terminal operating and shipping companies with non-container terminal operations and calls at Port Everglades
- Demand projections for relevant non-containerized cargo types for the following domestic hinterland regions:
 - South Florida
 - South + Central Florida
 - All of Florida
 - U.S. Southeast including but not necessarily limited to Georgia, South Carolina, North Carolina, Alabama, Mississippi, and Tennessee and include a truck mileage table and concentric circle map indicating which point/cities are cost favorable by truck miles or even better truck rates to Port Everglades along with a comparison to other ports
- GDP and trade growth projections (existing and future economic conditions in Port Everglades target markets) along with the top 10 growth commodities to/from Florida for the following international regions:
 - Caribbean/Cuba
 - Central America
 - North Coast South America
 - West Coast South America
 - East Coast South America
 - Mediterranean
 - North Europe
 - Southeast Asia

- North Asia
- Middle East
- Average vessel size (draft, beam, length and tonnage) projected to call Port Everglades over the 20-year planning horizon
- High, medium and low non-containerized cargo (metric tons) forecast scenarios as Port Everglades market share over the 20-year planning horizon
- Average volume (metric tons) per berth per year required to achieve the projected volume based on existing and planned infrastructure improvements

2.5 Update Passenger Ferry Opportunities

B&A will update potential passenger ferry opportunities (Section 2.7).

2.6 Update Intermodal Rail Market Assessment

B&A will update the intermodal rail market and Intermodal Container Transfer Facility (ICTF) utilization projections, including but not limited to project cargo.

2.7 Re-evaluate Crushed Rock Market

B&A will re-evaluate industry needs for a crushed rock (and other similar bulk products) import facility at Port Everglades within the 20-year Vision Plan timeframe; to the year 2037.

2.8 Evaluate FTZ Trends

B&A will evaluate Foreign-Trade Zone (FTZ) trends and developments that provide information that would be useful to develop an FTZ marketing strategy specific to Port Everglades.

2.9 Review and Analyze Proposed FTZ/International Logistics Center

B&A will review and analyze the proposed FTZ/International Logistics Center at Port Everglades and what impact it may have on existing and future business for the Port.

2.10 Evaluate Supply Chain/Distributions Trends

B&A will evaluate supply chain and distribution trends and developments with the objective of developing opportunities to insert/position the Port in the most competitive supply chains.

2.11 Evaluate Broader Supply Chain Trends

B&A will evaluate topics such as near-sourcing, slow-steaming, and 3-D printing trends that have been identified as potentially having a structural change in the maritime shipping industry.

2.12 Evaluate Cold Storage Needs

B&A will evaluate existing and proposed cold storage capacity in and around Port Everglades for perishable related cargo.

Phase 1 Closeout Workshop (M/VP Project Team Meeting 2 of 7)

The B&A team will coordinate a Phase 1 closeout Workshop to present the results of the market assessment and provide update to the 2018 Port Everglades M/VP Update project team. Specific objectives of this meeting will be:

- Reiteration of project goals and objectives
- Presentation of market assessment update, including long-term forecasts for Port Everglades' cruise, liquid bulk and cargo (containerized, non-containerized) lines of business as well as assessments related to future real estate, supply chain and logistics considerations
- Reminder of project schedule, timing and summary of next steps

The date/time and location of this meeting will be determined by the Contract Administrator.

County Administrator's Meeting (1 of 3)

B&A will prepare and conduct a meeting with the County Administrator to include but not be limited to the results of the market assessment update. The date/time and location of this meeting will be determined by the Contract Administrator.

Focus Group Meeting (1 of 3)

B&A will conduct a focus group meeting, whose participants will be determined by the Chief Executive/Port Director. This meeting will present the results of the market assessment update. The date/time and location of this meeting will be determined by the Contract Administrator.

Tenant/Stakeholder Meeting (2 of 4)

B&A will conduct a tenant/stakeholder status-update meeting that will include but not be limited to a presentation on the results of the market assessment update. The date/time and location of this meeting will be determined by the Contract Administrator.

Port Everglades Association Meeting (1 of 3)

B&A will prepare and present a status update to the Port Everglades Association membership at their monthly luncheon meeting. This update will include but not be limited to the results of the market assessment update. The date/time and location of this meeting will be determined by the Contract Administrator.

Port Everglades Advocacy Team Meeting (1 of 2)

B&A will prepare and present a status update to the Port Everglades Advocacy Team. This update will include but not be limited to the results of the market assessment update. The date/time and location of this meeting will be determined by the Contract Administrator.

Public Meeting (1 of 2)

B&A will conduct a recorded public meeting. This meeting will include but not be limited to the results of the market assessment update. The date/time and location of this meeting will be determined by the Contract Administrator.

PHASE 1 DELIVERABLES

B&A will update both the narratives and graphics of Elements 1 (Existing Conditions Assessment) and 2 (Market Assessment) along with any applicable appendices and submit an electronic draft in Microsoft Word format for Port review and comment and prepare a comment and response matrix. The Port will review the draft submitted by B&A within 14 days and provide comments; B&A will then incorporate the Port comments into one final Phase 1 deliverable (Phase I Final Report) and deliver the document to the Port for final review and acceptance.

PHASE 2

Once the Phase 1 Final Report is accepted by the Port, B&A will commence Phase 2 Tasks as outlined in the following sections. These tasks utilize the results of Phase 1 to identify the investments, policies and other actions needed to meet demand for facilities and infrastructure over the 5, 10 and 20 year planning horizons. Phase 2 will consist of an update of the plan development element, the strategy development element, the final plan element and the plan implementation element. It also includes the preparation of an Executive Summary. Phase 2 will also consist of conducting various meetings including senior staff members updates, tenants/stakeholders, charrettes, the Port Everglades Association, the focus group, the County Administrator, the general public, and the Broward County Board of County Commissioners.

TASK 3: UPDATE ELEMENT 3 (PLAN DEVELOPMENT)

While maintaining the basic principles established in the existing Plan Development Element, B&A will re-evaluate and update this element based on input received from meetings with the general public, tenant/stakeholder, and senior staff.

3.1 Update Plan Development

B&A will review the introduction (Section 3.1), conceptual planning process (Section 3.2), terminal design trends (Section 3.3), cargo operational enhancement opportunities (Section 3.4), facility needs assessment (Section 3.5), conceptual planning studies (Section 3.6), conceptual 2014 master/vision plan (Section 3.7), parking (Section 3.8) and rail and truck traffic (Section 3.9) of this element. These sections will be updated to reflect the most current information/latest trends along with any new recommendations that may result from previous work in Phase 1 and work in Phase 2.

3.2 Analyze Ship-to-Shore (STS) Crane Operational Needs/Capabilities

B&A will update Sections 3.4, 3.5 and 3.6 to include detailed analysis and recommendations on the number of new low-profile super post panamax cranes and their deployment needed to maximize operational efficiency at berth 30 and berths 31-32. The analysis also will include maximizing the use of the existing/upgraded low profile cranes throughout berths 30, 31-33 and the extended Southport Turning Notch taking into account the market assessment and forecasts for containerized cargo in Phase 1, Task 2. This analysis will also account for the latest information available from the Port on the ongoing Federal Aviation Administration (FAA) airspace analysis. Multiple sensitivity analyses will be conducted utilizing varying combinations of the existing/upgraded low profile gantry cranes and the new low-profile super post panamax cranes or combination of both. The sensitivity analyses will use multiple variations of the area of operation of the cranes.

3.3 Evaluate Alternatives

B&A will evaluate alternate maritime related uses for the various Port Everglades owned and privately owned vacant properties including the vacant property located north of Spangler Blvd., the former Dynegy property, and properties located within the Port Jurisdictional Area (JPA).

M/VP Project Team Meeting (3 of 7)

B&A will meet with the 2018 Port Everglades Master/Vision Plan Update project team to provide an overview of cruise, liquid bulk and cargo (containerized, non-containerized) concepts and alternatives – including order of magnitude cost comparisons – being explored prior to conducting

the required charrettes as described below. During this meeting B&A will seek directional guidance with regard to Port Everglades' preferred alternative(s) in the context of the 20-year planning horizon and will seek to understand the major drivers behind any clearly preferred alternatives, including such factors as:

- Urgency to meet known near-term market demand
- Cost/ease/timeline for development
- Maximization of revenue
- Preservation and enhancement of diversified uses
- Preference for one type of land use over another for economic impact or other reasons
- Customer factors
- Community factors
- Environmental factors
- Other factors

The date/time and location of this meeting will be determined by the Contract Administrator.

Cruise Charrette (1 of 1)

B&A will conduct a half-day workshop (charrette) with key cruise industry stakeholders, whose participants will be determined by the Contract Administrator with the input from B&A. During this charrette B&A will briefly summarize the updated cruise market assessment and present cruise-specific future development alternatives. B&A will also use this charrette to solicit additional thoughts and suggestions related to future cruise development scenarios and alternatives at Port Everglades. B&A will use input received at this charrette to refine its cruise alternatives prior to presenting such alternatives to a broader range of stakeholders at the end of Task 3. The date/time and location of this meeting will be determined by the Contract Administrator.

Liquid Bulk Charrette (1 of 1)

B&A will conduct a half-day workshop (charrette) with key liquid bulk industry stakeholders, whose participants will be determined by the Contract Administrator with the input from B&A. During this charrette B&A will briefly summarize the updated liquid bulk market assessment and present liquid bulk-specific future development alternatives. B&A will also use this charrette to solicit additional thoughts and suggestions related to future liquid bulk development scenarios and alternatives at Port Everglades. B&A will use input received at this charrette to refine its liquid bulk alternatives prior to presenting such alternatives to a broader range of stakeholders at the end of Task 3. The date/time and location of this meeting will be determined by the Contract Administrator.

Containerized Cargo Charrette (1 of 1)

B&A will conduct a half-day workshop (charrette) with key containerized cargo industry stakeholders whose participants will be determined by the Contract Administrator with the input from the B&A. During this charrette B&A will briefly summarize the updated containerized cargo market assessment and present containerized cargo-specific future development alternatives. B&A will also use this charrette to solicit additional thoughts and suggestions related to future containerized cargo development scenarios and alternatives at Port Everglades. B&A will use input received at this charrette to refine its containerized cargo alternatives prior to presenting such alternatives to a broader range of stakeholders at the end of Task 3. The date/time and location of this meeting will be determined by the Contract Administrator.

Non-containerized Cargo Charrette (1 of 1)

B&A will conduct a half-day workshop (charrette) with key non-containerized cargo industry stakeholders whose participants will be determined by the Contract Administrator with the input from B&A. During this charrette B&A will briefly summarize the updated non-containerized cargo market assessment and present non-containerized cargo-specific future development

alternatives. B&A will also use this charrette to solicit additional thoughts and suggestions related to future non-containerized cargo development scenarios and alternatives at Port Everglades. B&A will use input received at this charrette to refine its non-containerized cargo alternatives prior to presenting such alternatives to a broader range of stakeholders at the end of Task 3. The date/time and location of this meeting will be determined by the Contract Administrator.

M/VP Project Team Meeting (4 of 7)

B&A will meet with the 2018 Port Everglades Master/Vision Plan Update project team to discuss input received during the charrettes and potential changes to plan development or plan implementation that might result from this input. The date/time and location of this meeting will be determined by the Contract Administrator.

3.4 Present Cold Storage Recommendations

Based on the evaluation of existing and proposed cold storage capacity in Phase1, Task 2, B&A will provide recommendations on the potential to add additional capacity, if warranted.

3.5 Present Crushed Rock Recommendations

Based on findings from the re-evaluation of the need for a crushed-rock facility conducted in Phase 1, Task 2, if warranted, B&A will update the location of the proposed crushed rock facility in Port Everglades in relation to the Intermodal Container Transfer Facility (ICTF).

3.6 Re-evaluate Tracor Basin

B&A will reevaluate cargo operations at Berth 29 including the potential to modify the current plan to fill-in the Tracor Basin taking into account the redevelopment of Cruise Terminal 29 for multi-day cruise and ferry operations.

3.7 Integrate Cruise Terminal 25

B&A will incorporate the completed programming study recommendation for the redevelopment of Cruise Terminal 25 for multi-day cruise operations.

3.8 Assess Need for Additional Cruise Terminal Improvements

B&A will evaluate the need for additional cruise terminal improvements, an additional cruise berth, ferry berth, and redevelopment based on future line new builds and deployment.

3.9 Integrate Climate Change Models

B&A will evaluate and incorporate climate change models based on data provided by Port Everglades.

3.10 Re-evaluate Dry Bulk Operations

Based on results of the market assessment in Phase 1, Section 2.6 in the existing 2014 Port Everglades Master/Vision Plan for dry bulk needs, B&A will re-evaluate land usage for this business line, if warranted.

M/VP Project Team Meeting (5 of 7)

The B&A team will coordinate a Task 3 closeout meeting. This will be a major policy workshop. At this workshop B&A will present the 2018 Port Everglades Master/Vision Plan Update project team with a comprehensive comparison of alternatives for development for the cruise, liquid bulk and cargo (containerized, non-containerized) lines of business. Specific objectives of this meeting will be:

- Reiteration of project goals and objectives
- Presentation of cruise alternatives in the context of the updated cruise market assessment, long-term forecast, 5-, 10-, and 20-year planning horizons, input received from the cruise charrette and rough comparative development costs and benefits
- Presentation of liquid bulk alternatives in the context of the updated liquid bulk market assessment, long-term forecast, 5-, 10-, and 20-year planning horizons, input received from the liquid bulk charrette and rough comparative development costs and benefits
- Presentation of cargo alternatives in the context of the updated containerized and non-containerized cargo market assessments, long-term forecasts for both containerized and non-containerized cargo, 5-, 10-, and 20-year planning horizons, input received from the containerized and non-containerized cargo charrettes and rough comparative development costs and benefits
- Discussion and resolution of preferred alternatives that should be refined and moved forward for additional development as part of the final plan
- Discussion of framing and strategies related to the presentation of preferred alternatives to stakeholders
- Reminder of project schedule, timing and summary of next steps

The date/time and location of this meeting will be determined by the Contract Administrator.

County Administrator's Meeting (2 of 3)

B&A will prepare and present a status update to the County Administrator. This update will include but not be limited to the results of Task 3, including a summary comparison of alternatives for development for the cruise, liquid bulk and cargo (containerized, non-containerized) lines of business. The date/time and location of this meeting will be determined by the Contract Administrator.

Focus Group Meeting (2 of 3)

B&A will prepare and present an update to the focus group, whose participants will be determined by the Chief Executive/Port Director. This update will include but not be limited to the results of Task 3, including a summary comparison of alternatives for development for the cruise, liquid bulk and cargo (containerized, non-containerized) lines of business. The date/time and location of this meeting will be determined by the Contract Administrator.

Tenant/Stakeholder Meeting (3 of 4)

B&A will prepare and present a status update to Port Everglades' tenant/stakeholder and other stakeholders. This update will include but not be limited to the results of Task 3, including a summary comparison of alternatives for development for the cruise, liquid bulk and cargo (containerized, non-containerized) lines of business. The date/time and location of this meeting will be determined by the Contract Administrator.

Environmental Stakeholder Meeting (2 of 2)

B&A will prepare and present a status update to Port Everglades' environmental stakeholders, whose participants will be determined by the Contract Administrator with B&A's assistance. This update will include but not be limited to the results of Task 3, including a summary comparison of

alternatives for development for the cruise, liquid bulk and cargo (containerized, non-containerized) lines of business. The date/time and location of this meeting will be determined by the Contract Administrator.

Port Everglades Association Meeting (2 of 3)

B&A will prepare and present a status update to the Port Everglades Association membership at their monthly luncheon meeting. This update will include but not be limited to the results of Task 3, including a summary comparison of alternatives for development for the cruise, liquid bulk and cargo (containerized, non-containerized) lines of business. The date/time and location of this meeting will be determined by the Contract Administrator.

Board of County Commissioners Workshop

B&A will work closely with Port Everglades senior staff to prepare and present a status update to the Broward County Board of County Commissioners in the form of a workshop. The purpose of the meeting will be to present and obtain feedback on the work done to date on the Master/Vision Plan update. The date/time and location of this meeting will be determined by the Contract Administrator. This workshop will include but not be limited to a summary of the results of Tasks 1, 2, and 3, including:

- Summary of project goals and objectives
- Summary of project schedule, timing and key milestones
- Stakeholder map
- Summary of market assessments for each line of business
- Summary comparison of alternatives for development for the cruise, liquid bulk and cargo (containerized, non-containerized) lines of business
- Summary of feedback received from different stakeholders on concepts presented
- Summary of next steps
- Other information as appropriate

TASK 4: UPDATE ELEMENT 4 (STRATEGY DEVELOPMENT)

While maintaining the basic principles established in the existing Strategy Development Element, B&A will reevaluate and update this element based on input received from meetings with the general public, tenant/stakeholder and Port Everglades senior staff.

4.1 Update Strategy Development

B&A will update the introduction (Section 4.1), business and asset utilization strategies (Section 4.2) and the financial strategies (Section 4.3) of this Element based on the re-evaluation and input received to this point in the planning process.

B&A will augment financial strategies to include analysis of the following:

- Port Everglades current tariff structure levels and discounting
- Comparable tariff structures charged for cruise, liquid bulk and cargo operations and commercial real estate in the Tri-County region
- An analysis of the potential tariffs that could be collected
- Review of existing Long-term Port Agreements

4.2 Update Project Decision-Matrix (Section 4.4)

B&A will update a Project Decision-Matrix for each project in the updated 5-Year Master Plan. Each Project Decision-Matrix will include at minimum the six sensitivities of:

- Project cost
- Return on investment (ROI)
- Net present value (NPV)
- Economic impact (Economic impact will consist of revenue to Port Everglades and economic impact to the State, region (Tri-County) and Broward County.)
- Environmental impact
- Customer/regulatory need

4.3 Review and Update the Goals, Objectives and Policies

Review and update the Goals, Objectives and Policies (GOPs) in Section 4.5 of the existing 2014 Port Everglades Master/Vision Plan and from the Broward County Comprehensive Plan (also known as BrowardNext), Deepwater Port Component, and Coastal Management Element. The update to the GOPs will be based on work completed in both Phases 1 and 2.

4.4 Financial Model

B&A will build an integrated non-proprietary financial model that will be capable of illustrating the financial results of Port Everglades, as well as assess the viability of individual capital projects. The financial model will be tailored specifically to the particularities at Port Everglades. The model will be capable of assessing various scenarios, based on variations in key variables such as cruise, liquid bulk, container, break-bulk, dry bulk, ro-ro and other cargo throughput, tariff variations and other revenues and cost line items. The model will produce a full set of pro forma financial statements for each scenario. The model will be written in MS Excel.

Based on the long-term forecasts developed for each line of business as part of Phase 1, B&A will prepare a first draft of revenue and expense forecasts by year. B&A will review its findings with Port Everglades senior staff and subsequently make appropriate calibrations and adjustments. B&A shall run as directed by the Contract Administrator different scenarios to obtain a sensitivity analysis to certain parameters, such as passenger volumes, cargo type throughput, tariffs, cost structures, management structures and others. B&A shall prepare these forecasts with other uses independently evaluated by Port Everglades senior staff, thus allowing for the ability to look at different long-term development options.

The output of this financial model will include:

- Profit and loss statement
- Excess revenues available for financing
- Yields of each use either by linear feet of berth or acres of land
- Financial ratios
- Ratio analyses
- Revenues Available for Financing

M/VP Project Team Workshop (6 of 7)

B&A will hold a workshop with the 2018 Port Everglades M/VP Update project team to present the findings of the financial model and reconcile these findings against alternatives and recommendations from Task 3. The date, time, and location of this meeting will be determined by the Contract Administrator.

TASK 5: UPDATE ELEMENT 5 (FINAL MASTER/VISION PLAN)

While maintaining the basic principles established in the Final Master/Vision Plan Element, B&A will reevaluate and update this element in its entirety (Sections 5.1-5.6) based on input received from meetings with the general public, tenant/stakeholder, Port Everglades senior staff and the results of previous tasks.

5.1 Prepare Updated 5-, 10- and 20-year Plans

B&A will prepare an updated 5-Year Master Plan and 10- and 20-Year Vision Plans as follows:

- Update land use and infrastructure layouts graphically on the 5-Year Master Plan, 10- and 20-Year Vision Plans
- Update land areas and marine dimensions of updated layouts accordingly
- Incorporate Locally Preferred Plan (LPP) for the USACE Port Everglades Navigation Improvement Project
- Identify proposed infrastructure projects in the 5-, 10- and 20-year milestone periods during the planning horizon to the year 2037

5.2 Prepare Summary of Changes

B&A will discuss and prepare a summary of changes to the existing 2014 Port Everglades Master/Vision Plan that are included in this 2018 Port Everglades Master/Vision Plan Update.

TASK 6: UPDATE ELEMENT 6 (PLAN IMPLEMENTATION)

6.1 Update Plan Implementation

B&A will update the introduction (Section 6.1), impacts from 2014 plan implementation (Section 6.2), and traffic impacts (Section 6.2.1) while maintaining alignment of the People Mover Project.

6.2 Evaluate Central Broward Transit (CBT) Phase 1/Wave Extension

B&A will evaluate the impact of the CBT Phase 1/Wave Extension project on Port Everglades operations and traffic circulation.

6.3 Update Environmental Impacts

B&A will update environmental impacts (Section 6.2) including incorporation of latest information, findings and recommendations on climate change/sea level rise.

6.4 Estimate Costs

B&A will update and prepare comprehensive order of magnitude construction costs for the 2018 Port Everglades Master/Vision Plan Update's proposed infrastructure projects in the 5-, 10- and 20- year milestone periods, consistent with the financial model developed as part of Task 4.

6.5 Develop Capital Improvement Program

B&A will assist Port Everglades in the preparation of the 5-Year Capital Improvement Program (CIP) for Port Everglades in the 5- year milestone period from year 2019 to year 2023, consistent with the financial model developed as part of Task 4.

6.6 Identify Potential Funding Sources

B&A will assist Port Everglades in identifying funding sources for the 5-Year CIP.

6.7 Prepare Affordability Analysis

B&A will prepare an affordability analysis with input from the Port Everglades Finance Division based on recommended CIP, consistent with the financial model developed as part of Task 4.

TASK 7: UPDATE ELEMENT 7 (EXECUTIVE SUMMARY)

7.1 Update Executive Summary

B&A will provide an Executive Summary to reflect both the draft and final 2018 Port Everglades Master/Vision Plan Update.

Phase 2 Closeout meeting (M/VP Project Team Meeting 7 of 7)

The B&A team will coordinate a Phase 2 closeout meeting to present the draft and final 2018 Port Everglades Master/Vision Plan Update to the 2018 Port Everglades M/VP Update project team prior to presenting it out to a broader stakeholder group. Specific objectives of this meeting will be:

- Reiteration of project goals and objectives
- Presentation of final plan
- Reminder of project schedule, timing and summary of next steps, including final outreach meetings

The date/time and location of this meeting will be determined by the Contract Administrator.

County Administrator's Meeting (3 of 3)

B&A will prepare and present a status update to the County Administrator. This update will include but not be limited to a summary of the draft and final 2018 Port Everglades Master/Vision Plan Update. The date/time and location of this meeting will be determined by the Contract Administrator .

Tenant/Stakeholder Meeting (4 of 4)

B&A will prepare and present a status update to Port Everglades' tenants and other stakeholders. This update will include but not be limited to a summary of the draft and final 2018 Port Everglades Master/Vision Plan Update. The date/time and location of this meeting will be determined by the Contract Administrator.

Port Everglades Association Meeting (3 of 3)

B&A will prepare and present a status update to the Port Everglades Association membership at their monthly luncheon meeting. This update will include but not be limited to a summary of the draft and final 2018 Port Everglades Master/Vision Plan Update. The date/time and location of this meeting will be determined by the Contract Administrator.

Port Everglades Advocacy Team Meeting (2 of 2)

B&A will prepare and present a status update to the Port Everglades Advocacy Team. This update will include but not be limited to a summary of the draft and final 2018 Port Everglades

Master/Vision Plan Update. The date/time and location of this meeting will be determined by the Contract Administrator.

Public Meeting (2 of 2)

B&A will conduct a recorded public meeting. This meeting will consist of outlining the Master/Vision Plan update process and timeline and include but not be limited to a summary of the draft and final 2018 Port Everglades Master/Vision Plan Update. The date/time and location of this meeting will be determined by the Contract Administrator.

PHASE 2 DELIVERABLES

B&A will update both the narratives and graphics of Element 3 (Plan Development), Element 4 (Strategy Development), Element 5 (Final Master/Vision Plan), and Element 6 (Plan Implementation) along with all Appendices and submit an electronic draft in Microsoft Word format for Port review and comment and prepare a comment and response matrix. B&A will submit an electronic draft and final consistent with Exhibit A, Attachment 2 in Microsoft Word format for Port review and comment. The Port will review the draft and final submitted by B&A within 14 days and provide comments; B&A will then incorporate Port comments on Phase 2 into the draft and final document, and deliver the draft and final documents for Port final review and acceptance. B&A will then create a final 2018 Port Everglades Master/Vision Plan Update document that encompasses both Phases 1 and 2 and includes an updated Project Introduction and Executive Summary. The final document(s) shall be entitled "2018 Port Everglades Master/Vision Plan Update".

More specifically, B&A will:

- Furnish to County thirty (30) color copies on flash drives and 15 hard color copies in loose leaf binders of both the Draft Master/Vision Plan Document and Final Master/Vision Plan Document and make available electronically. The final report will be in compliance with ADA requirements
- Assist Port staff in uploading final report to the Master/Vision Plan and port website; uploaded report/documents including Appendices must be in ADA compatibility-format
- Prepare 5 high resolution renderings to be determined by the Contract Administrator that can be reproduced for print material and presentations; the renderings should be a minimum of 300 DPI or more
- Prepare a high-resolution collateral piece (such as a brochure) to be determined by the Contract Administrator that can be reproduced and used for community outreach and market purposes

PHASE 3

Once the final "2018 Port Everglades Master/Vision Plan Update" is accepted by Port Everglades, B&A will commence Phase 3.

Task 8: 3-D COMPUTER ANIMATED VIDEO

8.1 3-D Video Production

B&A will prepare a 3-D computer animated video in English, Spanish, Mandarin-Chinese, and Portuguese which reflects the overall outcome and recommendations set forth in the 2018 Port

Everglades Master/Vision Plan Update. B&A will work with the Port Everglades Business Development Division, Corporate and Community Relations staff on this task.

County Commission Adoption Meeting

B&A will work closely with Port Everglades senior staff to prepare and present the final “2018 Port Everglades Master/Vision Plan Update” to the Broward County Board of County Commissioners for adoption. The date/time and location of this meeting will be determined by the Contract Administrator.

MPO Technical Advisory Committee Meeting (MPO Meeting 1 of 3)

B&A will prepare for and attend the MPO Technical Advisory Committee Meeting to present the final adopted “2018 Port Everglades Master/Vision Plan Update”. The date/time and location of this meeting will be determined by the Contract Administrator.

MPO Citizens Advisory Committee Meeting (MPO Meeting 2 of 3)

B&A will prepare for and attend the MPO Citizens Advisory Committee Meeting to present the final adopted “2018 Port Everglades Master/Vision Plan Update”. The date/time and location of this meeting will be determined by the Contract Administrator.

MPO Board Meeting (MPO Meeting 3 of 3)

B&A will prepare for and attend an MPO Board meeting to present the final adopted “2018 Port Everglades Master/Vision Plan Update”. The date/time and location of this meeting will be determined by the Contract Administrator.

PHASE 3 DELIVERABLES

A draft of the 3-D animated video will be provided in English for review and comment by Port Everglades. B&A will incorporate Port Everglades comments and provide a final 3-D animated video in English, Spanish, Mandarin-Chinese, and Portuguese which reflects the overall outcome and recommendations set forth in this 2018 Port Everglades Master/Vision Plan Update. The 3-D computer animated video will be delivered in an MP4, Windows Media and QuickTime electronic format in accordance with Exhibit A, Attachment 2.

PHASE 4

Upon adoption of the “2018 Port Everglades Master/Vision Plan Update” by the Broward County Board of County Commissioners, B&A will move on to the fourth and final phase of the project as outlined below.

TASK 9: BROWARD COUNTY COMPREHENSIVE PLAN UPDATE

9.1 Deepwater Port Component of the Broward County Comprehensive Plan

B&A will revise and update the data and analysis section of the Deepwater Port Component of the Broward County Comprehensive Plan (Broward NEXT) in accordance with applicable State and County laws, rules, and regulation. This will include all text revisions and map/exhibit updates to the data and analysis section of the Deepwater Port Component. The text revisions will be prepared in the standard strikethrough and underline format to allow for review. B&A will assist County to obtain all required governmental approvals of this document.

PHASE 4 DELIVERABLES

B&A will submit an electronic draft of the GOPs in Microsoft Word format for Port review. The Port will review and provide comments to B&A within 30 days. B&A will then incorporate Port comments into the draft document, prepare a comment and response matrix for the Port, and deliver the final documents within 30 days for final review and acceptance by the Port.

II. OPTIONAL SERVICES

TASK 10: ADDITIONAL BASIC SERVICES

B&A will provide additional basic services, as identified by the Contract Administrator, which are related to the 2018 Port Everglades Master/Vision Plan Update and the deliverables outlined above in Phase 1 through Phase 4. The additional basic services must be initiated and approved by a separate written authorization in accordance with Section 5.1.3 of the Agreement, and may include any one or combination of the following:

- Facility Planning – Phases 1, 2, 4
- Economic/Feasibility Studies – Phases 1, 2, 4
- Cost Analysis – Phases 2, 4
- Financial/Strategy Development - Phase 2
- Market Assessment/Survey Research – Phases 1, 2
- Environmental Analysis – Phases 1, 2, 4
- Waterway/Landside Simulation Studies – Phases 1, 2, 4
- Intermodal/Rail Studies – Phases 1, 2
- Facility Infrastructure Analysis – Phases 1, 2, 4
- Parking Analysis – Phases 1, 2, 4
- Traffic Analysis – Phases 1, 2, 4

**EXHIBIT A, ATTACHMENT 1:
PROJECT SCHEDULE**

Project No: RFP: R2113514P1
Project Title: 2018 Port Everglades Master/Vision Plan Update
Facility Name: Broward County's Port Everglades Department

ACTIVITY **TIME FOR PERFORMANCE**

I. Basic Services

Phase 1

Task 1:

Update Element 1 (Existing Conditions Assessment) Weeks 1 to 12

Task 2:

Update Element 2 (Market Assessment) Weeks 2 to 14

Review and Revise Weeks 15 to 18

Phase 2

Task 3:

Update Element 3 (Plan Development) Weeks 15 to 27

Task 4:

Update Element 4 (Strategy Development) Weeks 26 to 33

Task 5:

Update Element 5 (Final Master/Vision Plan) Weeks 29 to 33

Task 6:

Update Element 6 (Plan Implementation) Weeks 31 to 37

Task 7:

Update Element 7 (Executive Summary) Weeks 38 to 39

Review and Revise Weeks 39 to 42

Phase 3

Task 8:

3-D Computer Animated Video Weeks 45 to 47

Review and Revise Weeks 48 to 50

Phase 4

Task 9:
Broward County Comprehensive Plan Update Weeks 48 to 49

Review and Revise Weeks 50 to 52

II. Optional Services

Task 10:
Additional Basic Services As detailed in each Work Authorization

**EXHIBIT A, ATTACHMENT 2:
ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS**

Project No: RFP: R2113514P1
Project Title: 2018 Port Everglades Master/Vision Plan Update
Facility Name: Broward County's Port Everglades Department

The Contract Administrator will be utilizing electronic media as the principal way it develops, communicates, and archives information concerning its Master/Vision Plan. To that end, County's standard Professional Services Agreements for consultant services require submittal of documents produced on electronic media. Requirements for that media are presented below.

(A) General Requirements:

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

(B) CAD and GIS Formats:

- 1) Provide all CAD data in Autodesk, Inc.'s latest AutoCAD version for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CAD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents.
- 2) Target OS platform: Windows operating system.
- 3) Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files, blocks, attribute links, and other files external to the drawing itself) are compatible with the Contract Administrator's Target CAD and GIS systems (i.e., basic and advanced CAD and latest GIS software, platforms, database software/s, geodatabases, etc.), and adhere to the standards and requirements specified herein.
- 4) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of Consultant/Contractor to ensure this level of compatibility.
- 5) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with latest Microsoft Access version, and other compatible format requested by Contract Administrator.
- 6) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.
- 7) All database tables: conform to the structure and field-naming guidance provided upon

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request by Contract Administrator.

(C) Standards:

- 1) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by Contract Administrator.
- 2) Coordinate with Contract Administrator concerning the standard file naming protocol to be utilized.
- 3) 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) Provide an explanatory list of layers used for each drawing, including those which do not conform to the standards listed above.
 - c) 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.
- 4) Attribute Definitions:
 - a) Obtain latest guidance from Contract Administrator concerning attribute definition, database linking and other information embedding requirements prior to production of documents.
- 5) Conformance:
 - a) Submit a written request for approval of any deviations from the established CAD/GIS standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photorealistic renderings, animations, presentations and other visualization/ information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.
 - b) No deviations from Contract Administrator's established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from Contract Administrator.

(D) Non-CAD/GIS Graphic Format:

- 1) Provide digital photography files (unless required in an alternate format such as that needed for CAD/GIS) and other miscellaneous graphics in JPEG and TIFF formats.

(E) Non-Graphic Format:

- 1) Provide word processing files in the latest Microsoft Word version compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
- 2) Provide spreadsheet files in the latest Microsoft Excel version for windows compatible file formats including all fonts, typefaces, bitmap and vector graphics and other information necessary for remote printing.
- 3) Provide database files in relational database format compatible with the latest Microsoft Access version, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

(F) Delivery Media and Format:

- 1) Submit copies of all CADD/GIS/PDF data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.
- 2) Provide electronic digital data and files shall be provided on DVD/CD or via secure file transfer protocol (FTP) site.
- 3) The electronic digital media shall be in the format which can be read and processed by the Contract Administrator's target CAD/GIS systems.
- 4) The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a) The Project Number, Project Title and date
 - b) The Facility Name
 - c) The format and version of operating system software
 - d) The name and version of utility software used for preparation (e.g., compression/ decompression) and copying files to the media
 - e) The sequence number of the digital media
 - f) A list of the filenames
- 5) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
 - a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for 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 compatible file compression/ decompression software approved by 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 and licensed for Contract Administrator and provided to 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 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/Contractor or not provided among Contract Administrator furnished materials. The contractor shall obtain Contract Administrator's approval before using anything other than Contract Administrator's standard fonts, line types, tables, blocks, or other drawing elements available from Contract Administrator.

(G) Drawing Development Documentation:

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

(H) Submittal:

- 1) Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.
- 2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a) The information included on the external label of each media unit (label), along with the total number being delivered, and a list of the names and descriptions of the files on each one.
 - b) Brief instructions for transferring the files from the media.
 - c) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the

operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.

- d) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
- (1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by Contract Administrator at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.
 - (2) Instructions concerning how to generate plotted, or hard copy, drawings from the provided plot files.
 - (3) List of any deviations from Contract Administrator's standard layer/level scheme and file-naming conventions.
 - (4) List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the Contract Administrator-furnished materials.
 - (5) List of any non-IGES crosshatch/patterns used.
 - (6) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the Contract Administrator-furnished materials, and any associated properties.
 - (7) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
 - (8) Recommended modifications which will be necessary to make the data available for GIS use.

(l) Ownership:

- 1) County will have unlimited rights under the Professional Services Agreements 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) Unlimited rights under the contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor, except where otherwise limited within the Contract.
- 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.
- 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.

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

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

(K) Other Digital Information:

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

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: **R2113514P1**
 Project Title: **2018 Port Everglades Master/Vision Plan Update**
 Consultant/Subconsultant Name: **Bermello Ajamil & Partners**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
PIC / PARTNER / DIRECTOR	\$ 177.88		2.60		\$ 462.49
PROJECT DIRECTOR	\$ 112.98		2.60		\$ 293.75
DEPUTY PROJECT DIRECTOR	\$ 96.15		2.60		\$ 249.99
SR. ARCHITECT	\$ 63.44		2.60		\$ 164.94
SR. PLANNER	\$ 69.71		2.60		\$ 181.25
JR. PLANNER	\$ 39.09		2.60		\$ 101.63
ENVIRONMENTAL ENGINEER	\$ 60.10		2.60		\$ 156.26
PIO / OUTREACH	\$ 88.94		2.60		\$ 231.24
DRONE / MAPPING COORDINATOR	\$ 32.44		2.60		\$ 84.34
MARKETING ASSISTANT	\$ 31.25		2.60		\$ 81.25
ADMIN ASSISTANT	\$ 26.44		2.60		\$ 68.74

Multiplier of **2.60** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (84.26) %

FRINGE = HOURLY RATE X FRINGE (41.91) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (15.0) %

MULTIPLIER = (HOURLY RATE + OVERHEAD +FRINGE + OPERATING MARGIN) / HOURLY RATE **2.60**

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: **Solicitation: R2113514P1**
 Project Title: **2018 Port Everglades Master/Vision Plan Update**
 Consultant/Sub-Consultant Name: **Martin Associates**

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
Principal	\$106.17		2.31		\$245.25
Project Manager	\$61.45		2.31		\$141.95
Economist/Analyst	\$44.16		2.31		\$102.00
Researcher	\$26.26		2.31		\$60.66

Multiplier of **2.31** is calculated as follows (SAFE HARBOR ELECTED):

SAFE HARBOR = HOURLY RATE X COMBINED FRINGE & OVERHEAD (**110.00**)%
 OPERATING MARGIN = (HOURLY RATE + SAFE HARBOR) X OPERATING MARGIN (**10.00**)%

MULTIPLIER = (HOURLY RATE + SAFE HARBOR + OPERATING MARGIN) / HOURLY RATE **2.31**

NOTE: Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

EXHIBIT B
MAXIMUM BILLING RATES

Project No.: R2113514P1
 Project Title: 2018 Port Everglades Master/Vision Plan Update
 Consultant/Subconsultant Name: Hatch Associates Consultants, Inc. (Hatch)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.97		
Director	\$ 98.80		2.97		\$ 293.87
Cargo Terminal Capacity Technical Lead	\$ 81.73		2.97		\$ 243.10
Sr. Terminal Engineer	\$ 66.35		2.97		\$ 197.35
Sr. Marine Engineer	\$ 85.39		2.97		\$ 253.98
Terminal Planner	\$ 40.20		2.97		\$ 119.57
Marine Engineer	\$ 61.93		2.97		\$ 184.20
Planner / GIS Lead	\$ 45.68		2.97		\$ 135.87
Liquid Bulk Technical Advisor	\$ 52.89		2.97		\$ 157.31
Liquid Bulk Technical Lead	\$ 53.85		2.97		\$ 160.17
Liquid Bulk Junior Analyst	\$ 18.30		2.97		\$ 54.44
Sr. Rail Engineer	\$ 79.33		2.97		\$ 235.96
Jr. Rail Engineer	\$ 40.00		2.97		\$ 118.98

Multiplier of **2.97** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (115.0) %

FRINGE = HOURLY RATE X FRINGE (71.0) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (4.0) %

MULTIPLIER = (HOURLY RATE + OVERHEAD +FRINGE + OPERATING MARGIN) / HOURLY RATE **2.97**

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: R2113514P1
Project Title: 2018 Port Everglades Master/Vision Plan Update
Consultant/Subconsultant Name: HDR Engineering, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.84		
Global Director Ports and Harbors	\$131.14		2.84		\$372.44
Area Manager Florida	\$106.88		2.84		\$303.54
Ports Area Business Class Leader	\$75.81		2.84		\$215.30
South Florida Principal	\$70.00		2.84		\$198.80
Section Manager / Technical Director - Ports	\$71.10		2.84		\$201.92
Ports Engineer 2	\$52.79		2.84		\$149.92
Sr. Project Manager - Ports, South Florida	\$55.00		2.84		\$156.20
Project Manager - Ports	\$52.50		2.84		\$149.10
Ports Cadd Designer	\$40.87		2.84		\$116.07
Ports Cadd Tech	\$29.95		2.84		\$85.06
Cadd Technician 2	\$25.50		2.84		\$72.42
Cadd Technician 1	\$22.68		2.84		\$64.41
Florida Transportation Business Group Leader	\$124.41		2.84		\$353.32
Marketing Manager, South Florida Transportation	\$100.98		2.84		\$286.78
Traffic / Technical Advisor (Manager)	\$82.68		2.84		\$234.81
Traffic / Technical Advisor	\$44.20		2.84		\$125.53
Cargo Intermodal Operations Manager	\$83.66		2.84		\$237.59
Cargo Rail Technical Advisor	\$93.76		2.84		\$266.28
Cargo Rail / Grant Writing / Environmental Advisor	\$89.63		2.84		\$254.55
Cargo / Economics	\$77.86		2.84		\$221.12
Cargo Intermodal Operations Technical	\$96.27		2.84		\$273.41
Document Specialist	\$36.45		2.84		\$103.52
Project Controller	\$31.25		2.84		\$88.75
LNG Client Development Leader	\$66.83		2.84		\$189.80
LNG Technical Manager	\$77.89		2.84		\$221.21
Senior Mechanical Engineer	\$46.88		2.84		\$133.14
Principal Process Engineer	\$56.01		2.84		\$159.07
Principal LNG Process Engineer	\$52.17		2.84		\$148.16
LNG Project Manager	\$44.23		2.84		\$125.61

Multiplier of 2.84 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.55) %

FRINGE = HOURLY RATE X FRINGE (48.83) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (14.00) %

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN)/ HOURLY RATE 2.84

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: **R2113514P1**
 Project Title: **2018 Port Everglades Master/Vision Plan Update**
 Consultant/Subconsultant Name: **Handex Consulting & Remediation, LLC**

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
Project Manager	\$67.50		2.31		\$155.93
Principal	\$76.92		2.31		\$177.69
Sr. Project Manager	\$46.63		2.31		\$107.72
Professional Engineer	\$42.07		2.31		\$97.18
Project Manager	\$36.06		2.31		\$83.30
Project Scientist	\$38.46		2.31		\$88.84
Project Geologist	\$37.02		2.31		\$85.52
Staff Scientist	\$26.44		2.31		\$61.08
Admin Assistant	\$20.67		2.31		\$47.75
CADD Technician	\$19.25		2.31		\$44.47

Multiplier of **2.31** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (**SEE NOTE**)%

FRINGE = HOURLY RATE X FRINGE (**SEE NOTE**)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (**10.0**)%

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

2.31

NOTE: Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: **R2113514P1**
 Project Title: **2018 Port everglades Master/Vision Plan Update**
 Consultant/Subconsultant Name: **Hammond & Associates, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$76.92		2.31		\$177.69
Project Manager	\$42.11		2.31		\$97.27
Senior Engineer	\$42.11		2.31		\$97.27
Design Engineer	\$34.17		2.31		\$78.93
Senior Technician	\$32.69		2.31		\$75.51
CAD Operator	\$25.27		2.31		\$58.37
Administration Manager	\$28.85		2.31		\$66.64
Secretary	\$14.75		2.31		\$34.07

Multiplier of **2.31** is calculated as follows (SAFE HARBOR RATE ELECTED):

SAFE HARBOR = HOURLY RATE X COMBINED FRINGE & OVERHEAD (110.00%)
 OPERATING MARGIN = (HOURLY RATE + SAFE HARBOR) X OPERATING MARGIN (10.00%)
 MULTIPLIER = (HOURLY RATE + SAFE HARBOR + OPERATING MARGIN)/HOURLY RATE **2.31**

NOTE: Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: **R2113514P1**
 Project Title: **2018 Port everglades Master/Vision Plan Update**
 Consultant/ Subconsultant Name: **Cordova Rodriguez & Associates, Inc.**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$80.00		2.31		\$184.80
Project Manager	\$65.00		2.31		\$150.15
Senior Engineer	\$55.00		2.31		\$127.05
Engineer	\$37.50		2.31		\$86.63
Senior Planner	\$55.00		2.31		\$127.05
Planner	\$30.00		2.31		\$69.30
Senior Designer	\$35.00		2.31		\$80.85
Designer	\$30.00		2.31		\$69.30
CADD / Computer Technician	\$25.00		2.31		\$57.75
Construction Manager	\$50.00		2.31		\$115.50
Senior Inspector	\$35.00		2.31		\$80.85
Inspector	\$35.00		2.31		\$80.85
Secretary	\$20.00		2.31		\$46.20
GIS Specialist	\$31.00		2.31		\$71.61
Senior Environmental Specialist	\$45.00		2.31		\$103.95
Environmental Specialist	\$30.00		2.31		\$69.30

Multiplier of **2.31** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (SEE NOTE)%

FRINGE = HOURLY RATE X FRINGE (SEE NOTE) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.0)%

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

2.31

NOTE: Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
MAXIMUM BILLING RATES**

RFP No: R2113514P1
 Project Title: 2018 Port Everglades Master/Vision Plan Update
 Consultant/Subconsultant Name: S & F Engineers, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			3.00		
Principal	\$65.00		3.00		\$195.00
Senior Project Manager	\$60.00		3.00		\$180.00
Project Manager	\$55.00		3.00		\$165.00
Senior Engineer	\$50.00		3.00		\$150.00
Engineer	\$44.00		3.00		\$132.00
Senior Designer	\$35.00		3.00		\$105.00
Graduate Designer	\$33.00		3.00		\$99.00
Intern	\$33.00		3.00		\$99.00
Senior Inspector	\$37.00		3.00		\$111.00
Inspector	\$33.00		3.00		\$99.00
Senior Technician (CADD)	\$29.50		3.00		\$88.50
Technician (CADD)	\$27.00		3.00		\$81.00
Secretary	\$26.50		3.00		\$79.50

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (113.21)%

FRINGE = HOURLY RATE X FRINGE (65.11) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (7.8)%

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

3.00

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: **R2113514P1**
 Project Title: **2018 Port Everglades Master/Vision Plan Update**
 Consultant/Subconsultant Name: **Adept Strategy & Public Relations**

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
Stakeholder Liaison	83.33		2.31	=	192.49
Public Involvement Officer	75.00		2.31	=	173.25
Videographer	75.00		2.31	=	173.25

Multiplier of 2.31 is calculated as follows (Safe Harbor Rate Elected):

Safe Harbor = Hourly Rate X Combined Fringe & Overhead (110.00%)

Operating Margin = (Hourly Rate + Safe Harbor) X Operating Margin (10.00%)

Multiplier = (Hourly Rate + Safe Harbor + Operating Margin) / Hourly Rate 2.31

NOTE: Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B-1
REIMBURSABLES FOR DIRECT NON-SALARY
EXPENSES**

Project No: RFP: R2113514P1 **Project Title:** 2018 Port Everglades Master/Vision Plan Update

Facility Name: Broward County's Port Everglades Department

Reimbursable	Maximum Reimbursable
Printing	\$9,000
3-D Renderings (Total of 5 as per Phase 2 Deliverables)	\$6,000
Total Maximum Reimbursables	\$15,000

Note: Printing and 3-D Renderings refer to print shop production and do not include in-house printing, which is included in B&A's overhead costs.

EXHIBIT C:
LETTERS OF INTENT

Project No: RFP: R2113514P1
Project Title: 2018 Port Everglades Master/Vision Plan Update
Facility Name: Broward County's Port Everglades Department

Consultant represents that the CBE participants referenced in the attached Letters of Intent have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subconsultants is true and correct to the best of his/her knowledge:

ml

Broward County Board of
County Commissioners

Bid R2113514P1

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE)
SUBCONTRACTOR/SUPPLIER**

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. This form is to be completed and signed for each CBE firm. Vendor should scan and upload the completed, signed form(s) in BidSync.

Solicitation Number: R2113514P1

Project Title: 2018 Port Everglades Master/Vision Plan Update

Bidder/Offeror Name: Bernello Ajamil & Partners, Inc.

Address: 900 SE 3rd Avenue, Suite 203 City: Ft. Lauderdale State: Florida Zip: 33316

Authorized Representative: Mark Ittel Phone: 954.467.1113

CBE Subcontractor/Supplier Name: Adept Strategy & Public Relations

Address: 5300 Powerline Road, Suite 207 City: Ft. Lauderdale State: Florida Zip: 33309


Authorized Representative: Julie Ruffolo Phone: 954.769.1533

- 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
Public/Stakeholder Outreach	541820	TBD	4%

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

CBE Subcontractor/Supplier Authorized Representative

(Sig)  Digitally signed by Julie Ruffolo
DN: cn=Julie Ruffolo, o=AdeptPR, ou, email=julie@adept.co, c=US
Date: 2017.05.25 13:58:36 -04'00' Managing Partner 5/25/17
(Title) (Date)

Bidder/Offeror Authorized Representative

(Signature)  Sr. VP of Ports & Maritime 05/30/17
(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.

Broward County Board of
County Commissioners

Bid R2113514P1

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE)
SUBCONTRACTOR/SUPPLIER**

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Solicitation Number: R2113514P1

Project Title: 2018 Port Everglades Master/Vision Plan Update

Bidder/Offeror Name: Bermello Ajamil & Partners, Inc.

Address: 900 SE 3rd Avenue, Suite 203 City: Ft. Lauderdale State: Florida Zip: 33316

Authorized Representative: Mark Ittel Phone: 954.467.1113

CBE Subcontractor/Supplier Name: Cordova Rodriguez & Associates, Inc.

Address: 6941 S.W. 196th Avenue, #28 City: Pembroke Pines State: Florida Zip: 33332

Authorized Representative: Rosana Cordova Phone: 954-880-0180

- 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	541330	TBD	7%

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

CBE Subcontractor/Supplier Authorized Representative

Rosana Cordova (Signature) Principal (Title) 5/25/17 (Date)

Bidder/Offeror Authorized Representative

[Signature] (Signature) Sr. VP of Ports & Maritime (Title) 05/30/17 (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.

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Broward County Board of
County Commissioners

Bid R2113514P1

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE)
SUBCONTRACTOR/SUPPLIER**

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Solicitation Number: R2113514P1

Project Title: 2018 Port Everglades Master/Vision Plan Update

Bidder/Offeror Name: Bermello Ajamil & Partners, Inc.

Address: 900 SE 3rd Avenue, Suite 203 City: Ft. Lauderdale State: Florida Zip: 33316

Authorized Representative: Mark Ittel Phone: 954.467.1113

CBE Subcontractor/Supplier Name: Hammond & Associates, Inc.

Address: 7348 NW 5th Street City: Plantation State: Florida Zip: 33317


Authorized Representative:  Phone: (954) 327-7111

- 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/F Engineering	541330	TBD	7%

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

CBE Subcontractor/Supplier Authorized Representative

 (Signature) President (Title) 5/25/2017 (Date)

Bidder/Offeror Authorized Representative

 (Signature) Sr. VP of Ports & Maritime (Title) 05/30/17 (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.

Broward County Board of
County Commissioners

Bid R2113514P1

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE)
SUBCONTRACTOR/SUPPLIER**

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. This form is to be completed and signed for each CBE firm. Vendor should scan and upload the completed, signed form(s) in BidSync.

Solicitation Number: R2113514P1

Project Title: 2018 Port Everglades Master/Vision Plan Update

Bidder/Offeror Name: Bermello Ajamil & Partners, Inc.

Address: 900 SE 3rd Avenue, Suite 203 City: Ft. Lauderdale State: Florida Zip: 33316

Authorized Representative: Mark Ittel Phone: 954.467.1113

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

Address: 2925 W. Cypress Creek Rd., Suite 200 City: Ft. Lauderdale State: Florida 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	541330	TBD	7%

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

CBE Subcontractor/Supplier Authorized Representative

[Signature] (Signature) President (Title) 5-25-17 (Date)

Bidder/Offeror Authorized Representative

[Signature] (Signature) Sr. VP of Ports & Maritime (Title) 05/30/17 (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

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

**EXHIBIT C-1
SCHEDULE OF SUBCONSULTANTS**

Project No: RFP: R2113514P1
Project Title: 2018 PORT EVERGLADES MASTER/VISION PLAN UPDATE
Facility Name: BROWARD COUNTY'S PORT EVERGLADES DEPARTMENT

No.	Firm Name	Discipline
1.	John C. Martin Associates, LLC dba Martin Associates	Multidisciplinary – Cargo Market Assessment & Economic Impacts
2.	HDR Engineering, Inc.	Multidisciplinary – Intermodal Rail, LNG, Traffic, Engineering and Marine Terminal Planning and Design
3.	Hatch Associates Consultants, Inc.	Multidisciplinary – Cargo, Petroleum, LNG, Marine Terminal Planning, Engineering and Capacity Analysis
4.	Handex Consulting & Remediation, LLC	Environmental Consulting and Engineering
5.	Cordova Rodriguez & Associates, Inc.	Civil Engineering
6.	Hammond & Associates, Inc.	MEP/F Engineering
7.	S&F Engineers, Inc.	Structural Engineering
8.	Adept Strategy & Public Relations	Public/Stakeholder Outreach

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Broward County Board of
County Commissioners


Insurance Requirement Consultant Services

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

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	\$ 2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <i>*May be waived</i> <input checked="" type="checkbox"/> Hired <i>if no driving will be</i> <input checked="" type="checkbox"/> Non-owned <i>done in performance</i> <input checked="" type="checkbox"/> Scheduled <i>of services.</i> <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insured endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 500 k	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	(each accident)	\$ 1 mil	
	Extended reporting period	5 years	\$2 mil
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County	Maximum Deductible \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value Coverage must remain in force until written final acceptance by County	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES Broward County is listed as an Additional Insured on the General Liability Policy Reference: PROFESSIONAL CONSULTANT SERVICES FOR THE 2017 PORT EVERGLADES MASTER/VISION PLAN: UPDATE RFP			

CERTIFICATE

Broward County
 1850 Eller Drive
 Fort Lauderdale, FL 33316
 Attn: Luis Aguiar

 Digitally signed by CARLOS DE LA GUERRA
 DN: cn=Carlos de la Guerra, ou=Risk Management & Contracts, ou=Business Administration Division, ou=Port Everglades, ou=Users, c=US
 CARLOS DE LA GUERRA
 RISK MANAGEMENT & CONTRACTS
 BUSINESS ADMINISTRATION DIVISION
 PORT EVERGLADES
 Date: 2017.12.05 14:23:27 -0500
 Adobe Acrobat version: 11.0.21

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EXHIBIT E:
PORT EVERGLADES SECURITY REQUIREMENTS

Project No: RFP: R2113514P1
Project Title: 2018 Port Everglades Master/Vision Plan Update
Facility Name: Broward County's Port Everglades Department

- A. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port- issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

- C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1- 855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.