



**AGREEMENT BETWEEN BROWARD COUNTY AND LEO A DALY COMPANY
FOR CONSULTANT SERVICES FOR BROWARD COUNTY'S MEDICAL EXAMINER'S OFFICE AND
BSO'S CRIME LAB COMBINED FACILITY
(RFP # S2115731P1)**

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and LEO A DALY Company, a Nebraska corporation having an office at 1400 Centrepark Boulevard Suite 500 West Palm Beach, FL 33401 ("Consultant") (collectively referred to as the "Parties").

A. NONE

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

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

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

1.1 **Board:** The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.

1.2 **Consultant:** The architect or engineer selected to perform the services pursuant to this Agreement.

1.3 **Contract Administrator:** The Director/County Architect, Construction Management Division, who is the representative of County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.4 **Contractor:** The person, firm, corporation or other entity who enters into an agreement with County to perform the construction work for the Project.

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

1.6 **County Attorney:** The chief legal counsel for County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

1.7 **County Business Enterprise or "CBE"**: means a small business certified as meeting the requirements of the Section 1-81, Broward County Code of Ordinances.

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

1.9 **Project**: Broward County's Medical Examiner's Office and BSO's Crime Lab Combined Facility.

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

ARTICLE 2. PREAMBLE

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

2.1 County has budgeted funds for the Project. This Project is funded with 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 civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for the Project. Consultant shall provide all services as set forth in Exhibit A including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in Consultant's level of effort.

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

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

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

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

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

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

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

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

time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

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

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

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

Project Phase	Amount
Pre-Design Services/Programming Phase	\$ 450
Predesign Phase – Stakeholder Coordination and Public Outreach	\$0
Phase I - Schematic Design	\$ TBD
Phase II - Design Development	\$ TBD
Phase III – 50% Contract Documents	\$ TBD
Phase IV – 100% Contract Documents	\$ TBD

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. Compensation to Consultant for the performance of Basic Services identified in Exhibit A as payable on a “Maximum Amount Not-To-Exceed” basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of \$_____. Consultant shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.

5.1.2 Lump Sum Compensation. Compensation to Consultant for the performance of all Basic Services identified in Exhibit A as payable on a “Lump Sum” basis, and as otherwise required by this Agreement, shall be not more than a total lump sum of \$597,361.00.

5.1.3 Optional Services. County has established an amount of \$50,000.00 for potential Optional Services which may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County. A Work Authorization for Optional Services shall specify the method of payment, Maximum Amount Not-To-Exceed, Lump Sum, or combination thereof, applicable to that Work Authorization.

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of \$5,000.00 for potential reimbursable expenses which may be utilized in excess of travel expenses associated with attending the meetings and the reproduction expenses identified within Exhibit A pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by County.

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

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

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

Project Phase	Fee %	Lump Sum Fee Amount/Phase
Predesign Phase - Programming 1 and 2	56%	\$335,042
Predesign Phase - Site Analysis and Project Estimate	35.5%	\$211,754
Predesign Phase – Stakeholder Coordination and Public Outreach	8.5%	\$ 50,565
Phase I: Schematic Design		
Phase II: Design Development	%	\$ N/A
Phase III: Construction Documents	%	\$ N/A
Phase IV: Bidding and Award of Contract	%	\$ N/A
Phase V: Administration of the Construction Contract	%	\$ N/A
Phase VI: Warranty Administration and Post-Occupancy Services	%	\$ N/A
Total Basic Services Fee	100%	\$597,361

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

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

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

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates which are provisional, subject to audit of actual costs, and if the

audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit.

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

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

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

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

5.4 Method of Billing

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings which are identified by the specific project number on a

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

5.4.2 For Lump Sum Compensation under Section 5.1.2. Consultant shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

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:

LEO A DALY, COMPANY
1400 Centrepark Blvd. Suite 500
West Palm Beach, FL 33401

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

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

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

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

6.4 Consultant may, at the Contract Administrator's discretion, be authorized to perform Optional Services as delineated in Exhibit A, Scope of Services, up to the maximum fee amount established for Optional Services under Article 5.1.3. Any Optional Services to be performed by Consultant pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization" in accordance with this article. Prior to issuing a Work Authorization, the Contract Administrator must provide the Office of the County Attorney with the written description of the work to be undertaken as required by Section 6.4.4.1 and must obtain a written concurrence from the Office of the County Attorney that the work proposed to be performed pursuant to the Work Authorization is within the scope of services of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. COUNTY'S RESPONSIBILITIES

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

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

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

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

ARTICLE 8. INSURANCE

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

8.2 Consultant shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All

required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Consultant.

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

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

Mold, fungus, or bacteria

Terrorism

Silica, asbestos or lead

Sexual molestation

Architects and engineers' professional liability, unless coverage for professional liability is specifically required by this Agreement.

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

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

8.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers'

Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

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

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

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

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

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

8.8 County and Consultant, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the

other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

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

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

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.

9.1 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.

9.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

9.3 Consultant will meet the required CBE goal by utilizing the CBE firms listed in Exhibit D_ (or a CBE firm substituted for a listed firm, if permitted) for twenty-five percent (_25_) of total Services under this Agreement (the "Commitment").

9.4.1 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit D_ for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit D, and upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

9.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by 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 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, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope

of Services; in which event Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

9.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

9.7 Consultant acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify County in writing 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.

9.8 County may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, 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, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

9.9 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 shall perform such review and monitoring, unless otherwise determined by the County Administrator.

9.10 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. or exercising any right stated in Section 5.7.

ARTICLE 10. MISCELLANEOUS

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

10.2 Termination.

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

10.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, Consultant’s repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement or Work Authorization. This Agreement may also be terminated for cause if Consultant is placed on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if Consultant provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended. This Agreement or a Work Authorization may also be terminated by the Board:

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

10.2.2.2 Upon the disqualification of Consultant by County's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by Consultant in the course of obtaining this Agreement or the Work Authorization, or attempting to meet the 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 Office of Economic and Small Business Development if any such participant's status as a CBE firm was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by Consultant or such participant;

10.2.2.4 Upon the disqualification of one or more of Consultant's CBE participants by County's Director of the Office of Economic and Small Business Development if 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 Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

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

10.2.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that

it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Consultant, for County's right to terminate this Agreement for convenience.

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

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

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

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

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

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6419 David Hawke at DHawke@broward.org, 115 S. ANDREWS AVE., SUITE A550, FORT LAUDERDALE, FLORIDA 33301.

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

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

other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

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

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

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

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

10.6 Subconsultants. Consultant shall utilize the Subconsultants identified in the proposal that were a material part of the selection of Consultant to provide the services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the list of Subconsultants submitted by Consultant. Where Consultant's failure to use Subconsultant results in Consultant's noncompliance with CBE participation goals, such failure shall entitle the affected CBE firm to damages available under local and state law. The list of Subconsultants is provided on Exhibit C-1, Schedule of Subconsultants as attached hereto and made a part hereof. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 8 on Consultant's Subconsultants.

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

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

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

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

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

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

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

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

FOR COUNTY:

Ariadna Musarra, AIA, Director/County Architect
Construction Management Division
115 S. Andrews Avenue, A-550
Fort Lauderdale, FL 33301

FOR CONSULTANT:

William A. Hanser, AIA
Vice President, Managing Principal
LEO A DALY, COMPANY
1400 Centrepark Blvd. Suite 500
West Palm Beach, FL 33401

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

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

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

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

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

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

there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

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

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

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

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

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

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

10.25 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

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

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

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

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

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

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

10.29 Payable Interest

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

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

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

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

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

Cultural Affairs Division at the direction of the Broward Cultural Affairs Council through its Public Art and Design Committee.

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

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

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

10.33 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 Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Consultant affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Agreement (whether those vacancies are with Consultant or its Subconsultants) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Consultant shall maintain and make available to County upon request all records documenting Consultant's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and CONSULTANT, signing by and through its _____, 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 _____, 2019

Insurance requirements
approved by Broward County
Risk Management Division

By: Tim Crowley 1/10/19
Tim Crowley Date
Property Specialist

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

By: Jordan S. Nadel 1/11/19
Jordan S. Nadel Date
Assistant County Attorney

By: Michael J. Kerr 1/11/19
Michael J. Kerr Date
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND LEO A DALY COMPANY FOR CONSULTANT SERVICES FOR BROWARD COUNTY'S MEDICAL EXAMINER'S OFFICE AND BSO'S CRIME LAB COMBINED FACILITY IN BROWARD COUNTY, FLORIDA, RFP # S2115731P1

FOR INDIVIDUAL:

Consultant

WITNESSES:

Signature

By _____

Print/Type Name

(Please Type Name)

Signature

____ day of _____, 20__.

Print/Type Name

FOR CORPORATION:

Consultant

ATTEST:

LEO A. DALY
(Typed Name of Consultant/Firm)

Secretary

By 

President/Vice President

(Typed Name of Secretary)

William A. Hanser, AIA Vice President,
Managing Principal
(Typed Name and Title)

CORPORATE SEAL

9 day of January, 2019.

Witness

 01-09-19
Jaime E. Sabino

 01-09-19
Cheryl Pavlik

EXHIBIT A
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EXHIBIT A SCOPE OF WORK

1.01 Project Description and Program

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

1.02 Project Description

(A) The project entails the programming, needs assessment and site analysis for the design and construction of a new state-of-the-art Medical Examiner's Office for the Broward County Office of the Medical Examiner and Trauma Services (OMETs) and Crime Lab for the Broward Sheriff's Office (BSO) in the City of Fort Lauderdale, Florida. The empty parcel is approximately 7.29 acres.

The new combined facility will be a multi-story building or series of buildings with the final square footage to be determined during the planning and programming phase.

The facility shall be designed under Leadership in Environmental and Engineering Design (LEED) guidelines – version 4 or current available version.

The intent is to design and construct facilities suitable for accreditations for forensic toxicology through the American Board of Forensic Toxicologists (ABFT) and Federal Standards (ISO 17205 Standards) and Quality Assurance Standards by the American Society of Crime Laboratory Directors Laboratory Accreditation Board (ASCLD/LAB), National Association of Medical Examiners (NAME) and International Association of Coroners and Medical Examiners (IACME), and International Association of Coroners and Medical Examiners (IACME), at a minimum.

(B) The Project Site is located at:

***NW 17TH Street and NW 23RD Avenue
Fort Lauderdale, Florida
(Broward Folio # 4942-32-22-0012)***

1.03 Architectural Program

1.03.01 A detailed architectural program for the Medical Examiner's Office is not available from the Contract Administrator and shall be developed by Consultant under Basic Services described herein.

1.03.02 The Preliminary report titled "Crime Lab Expansion Needs Assessment", dated March 28, 2017 will be provided by the Contract Administrator prior to negotiations, and shall be used as the basis for the Crime Laboratory program development by Consultant under Basic Services as further described below.

2.01 Basic Services

2.01.01 The services listed below are related to the specific project or other professional services as necessary to meet the needs of Broward County.

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

3.01 Basic Services by Project Phase

3.01.01 Consultant agrees to: (A) Provide complete professional architectural, engineering and/or other professional pre-design services set forth in the Phases and/or tasks enumerated hereinafter and all necessary personnel, equipment and materials to perform services; (B) Complete those programming services, project needs assessments for both the Medical Examiner's Office and BSO Crime Laboratory, site utilization analysis with potential layouts and use scenarios, project schedule and "order of magnitude" estimating services, (C) complete those services that will deliver a comprehensive study and recommendations for a Medical Examiner's Office and BSO Crime Lab Combined Facility.

3.01.02 Consultant shall schedule and attend project review and coordination meetings with representatives of the Contract Administrator throughout the duration of the Project. At each of these meetings, CONSULTANT and Contract Administrator shall review the Project's schedule and scope along with CONSULTANT's development and progress to date on the respective phases and tasks of the Project and any special problems related to the continuing progress of the project. For each project review meeting, and as may be otherwise appropriate during any project phase, CONSULTANT shall provide progress sketches, 3D Building Information Models (BIM) and other documents sufficient to illustrate progress and the issues at hand for the Contract Administrator's review.

3.01.03 Consultant and representatives of sub-consultants designated by the Consultant shall attend a Pre-Design Phase Kick-Off meeting and a Debriefing meeting which will be scheduled by the Contract Administrator at the beginning and end of each of the Project's phases and/or tasks. The Phase 1 Kick-Off meeting will provide a forum for the designated project team to review project goals, continuing project issues, and review performance expectations for the respective phase and/or tasks of the project to be outlined by the Consultant in the Project Execution Plan. The Phase 1 Debriefing Meeting will provide a forum in which the designated project team can provide feedback concerning team performance, communications, procedures, quality control and other related issues for the current and future projects.

3.01.04 Refer to Pre-Design Phase services for specific meeting schedules as they relate to each activity.

3.01.05 As agreed, Consultants and designated sub-consultants shall attend up to four (4) meetings to provide presentations to County staff, agencies, Board of County Commissioners, stakeholders, etc. as required by the Contract Administrator.

3.01.06 Consultant services shall conform to Contract Administrator's specifications, reports and guidelines (as they may be made available to Consultant). However, CONSULTANT shall remain responsible for the content and accuracy of CONSULTANT's documents generated for this project.

3.01.07 Consultant shall be required to submit various documents further defined below in both hardcopy and electronic media formats. Requirements for electronic media submittals are contained in Attachment 2, Electronic Media Submittal Requirements, below. Requests for deviations from those electronic media submittal requirements shall be submitted in advance by Consultant in writing for the consideration of the Contract Administrator. However, the County and Consultant acknowledge that the scope of design deliverables associated with the pre-design phases services outlined herein require limited graphic documentation including restricted use of BIM documentation.

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

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

3.01.10 Consultant shall pursue design principles and guidelines established by the United States Green Building Council (USGBC) for achieving a “green” LEED-Certified Building and Site Development in all Project Phases as part of Basic Services.

3.01.11 The Consultant shall develop sketches, drawings and 3D models based on Building Information Modeling (BIM) standards of care defined in Exhibit A, Attachment 2.

3.01.12 Within the time frame established in Attachment 1, Project Schedule, Consultant shall submit TEN (10) copies of all documents required under each Phase (except where otherwise specified), without additional charge, for approval by the Contract Administrator. The Contract Administrator shall review submitted documents and provide written review comments to Consultant within the time frames established on Attachment 1, Project Schedule. Consultant shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) by 14 consecutive calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to illustrate the Program listed in the paragraphs above.

3.01.13 In addition to the required hard copy documents described above, Consultant shall submit the final Contract Administrator approved programming documents on electronic media conforming to the Contract Administrator's Electronic Media Submittal Requirements (Attachment 2). The electronic media submittal shall include all text, drawings, 3D models, spreadsheets, exhibits, diagrams, charts, photographs, presentation materials and other media used to prepare the program and present it to the Contract Administrator. Hard copy original archival documents that are unavailable in electronic media formats may be photographed or scanned and saved in TIFF, JPEG or other suitable electronic formats.

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

3.01.15 NOT USED

3.01.16 Consultant shall provide presentations of the project's Program to County's staff, using agencies or groups, the public and to the Broward County Board of County Commissioners in accordance with Article 3.01.18(K).

3.01.17 Provide 3-D computer modeling and other CADD-related visualization work pursuant to particular project needs of the Contract Administrator and as required by Attachment A, Scope of Work Attachment 2, Electronic Media Submittal Requirements, Attachment 2a, BIM/CADD Standards of Care and the BIM Project Execution Plan.

3.01.18 Consultant shall confer with representatives of the Contract Administrator to verify and confirm the scope of Predesign Services (Programming, Site Analyses, Budget Estimate) required for the Project; which shall include:

- (A) Establishing a listing of Contract Administrator, Using Agency and other representatives who will be providing information or feedback to Consultant during the programming process. Include in this listing the Representative's name, title, organization, address, phone, fax and e-mail address. Consultant shall periodically review, update and distribute this list throughout this and subsequent Project phases.
- (B) Establishing and verifying a chain of responsibility or decision making in County's project and functional organizations for use in later decision making during the programming process and subsequent design phases.
- (C) Determining whether the Contract Administrator will provide a partial program for tenant occupied spaces and obtaining such program(s) for Consultant's use and integration into a single programming document for the entire project.
- (D) Obtaining and mobilizing any facilities consultant(s) or other specialists to provide technical or functional information necessary to develop the programming documents.
- (E) Developing and implementing user surveys, personal and group interviews, focus groups and other information gathering techniques necessary to establish and verify functional and spatial relationships, work flow and other related criteria.
- (F) Obtaining, verifying and further developing the Contract Administrator's preliminary list of building functions and spaces.
- (G) NOT USED
- (H) Obtaining, verifying and further developing the Contract Administrator's preliminary list of "County supplied materials" (including furniture and

equipment items), construction or related work to be performed by County, and any salvage items projected to be retained by County.

- (I) Obtaining County's applicable space standards for use on subsequent programming tasks.
- (J) Obtaining County's projected staffing (by position description, title and grade) for use in determining functional space allocations based upon staff assignments and related County space standards where applicable.
- (K) Provide a up to four (4) presentation meetings to County staff, Agencies, Board of County Commissioners, stakeholders and community at large, as determined by the Contract Administrator.

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

**3.02 Predesign Phase - Programming 1
Medical Examiner's Office**

3.02.01 Consultant shall develop and submit space requirements and program to establish the following detailed requirements for the Project: design objectives, limitations and criteria; spatial and functional relationships; functional responsibilities of personnel; flexibility and expandability; and special equipment and systems.

3.02.02 Consultant shall develop and submit the program's description of occupancy needs and spatial allocation by coordinating with County Staff (including building user groups and others as necessary) and:

- (A) Establishing criteria for importance of room functions and relationships.
- (B) Creating a Spatial Interaction Matrix and/ or model (list of departments, divisions or offices or other suitable subdivision that shows their relationship to others).
- (C) Creating room by room spatial interaction diagrams and/or model showing all room relationships.
- (D) Identifying numerical ratings of the importance of relationships of each room to other rooms.

- (E) Making link and node diagrams to show departmental and room relationships identified in the interaction matrices.
- (F) Making bubble diagrams indicating spaces with relationships and their importance rankings.
- (G) Manipulating bubble diagrams until link crossovers (plan conflicts) are eliminated.
- (H) Creating horizontal and vertical diagrammatic block plans with relative spatial requirements with identification of all rooms, corridors, and vertical circulation and exit analysis.
- (I) Determine preliminary structural, mechanical, and other engineering systems.
- (J) Developing and documenting relative spatial areas for all departments, rooms; mechanical, vertical transportation; service, exit stairs and corridors; and horizontal circulation.

3.02.03 Consultant shall develop and submit space, flow diagrams and models consisting of diagrammatic studies and pertinent descriptive text for internal functions, pedestrian, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.

3.02.04 Consultants' and County's representatives shall attend meetings based on the following number of meetings, based on representatives' availability:

- a. Kick-off Meeting
- b. Workshop #1 – 3-days
- c. Workshop #2 – 1.5-days
- d. Workshop #3 – 3-days
- e. Workshop #4 – 1 day
- f. Workshop #5 – 2 days
- g. Debrief Meeting – 1 day

3.03 Predesign Phase - Programming 2 Broward Sheriff's Office Crime Laboratory

3.03.01 Consultant shall provide an in-depth review and confirmation of the Needs Assessments. Consultant's services shall culminate in Consultant's submittal of a comprehensive programming document comprised of both electronic and hardcopy formats edited to include the design goals and criteria for both the building and the project's specific site. At a minimum,

the Crime laboratory shall comply with ASCLD/LAB – ANAB (ISO 17025) standards for accreditation.

3.03.02 Consultant shall conduct a series of interviews, facilitated by the Contract Administrator, with the responsible using agency and other building users. Through these interviews, observations and other independent research, Consultant shall verify space requirements and program goals presented in the preliminary architectural program. Consultant shall refine the preliminary program to reflect the results of that verification and shall provide a finalized, detailed set of goals and requirements for the Project including design objectives, limitations and criteria; spatial and functional relationships; functional responsibilities of personnel; flexibility and expandability; special equipment and systems; and specific criteria related to the project's specific site location.

3.03.03 Consultant shall verify, confirm and modify (as needed) the preliminary program's description of occupancy needs and spatial allocation by coordinating with County Staff (including building user groups and others as necessary). Consultant shall include all space and flow diagrams, diagrammatic studies, models and descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.

3.03.04 Consultants' and County's representatives shall attend meetings based on the following number of meetings, based on representatives' availability. These meetings are not additional meetings to those listed in section 3.02.04:

- a. Kick-off Meeting
- b. Workshop #1 – 3-days
- c. Workshop #2 – 1.5-days
- d. Workshop #3 – 3-days
- e. Workshop #4 – 1 day
- f. Workshop #5 – 2 days
- g. Debrief Meeting

3.04 Predesign Phase - Site Analysis.

3.04.01 After of issuance of a Notice to Proceed by the Contract Administrator, for this phase, Consultant shall combine and analyze the results of programming developed under programming phases and produce volumetric or massing studies for the proposed site.

3.04.02 Consultant shall develop and submit the program's description of site development criteria, building configuration, construction, and material standards by:

- (A) Listing required or optional provisions for phased construction and future additions.
- (B) Identifying property building line limitations to estimate ground level building areas.
- (C) Verifying and documenting site zoning or other restrictions such as building heights, setbacks, easements, environmental issues, etc.
- (E) Identifying orientation considerations for solar, views, street access, etc.
- (F) Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy classification.
- (G) Estimating size(s) of core area(s) required for:
 - 1) Mechanical services.
 - 2) Electrical services.
 - 3) Specialized Fire Protection services.
 - 4) Vertical transportation.
 - 5) Stair/smoke towers.
- (H) Estimating and documenting structural spans required to-suit room spatial needs.
- (I) Identifying options of building configuration based on functions, occupancy classification, site limitations, orientation, height, spans and structural system.
- (J) Identifying and documenting building cladding and fenestration suited to construction, structural, functional, and cost considerations.
- (K) Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.
- (L) Identifying and documenting any “Contract Administrator Preferences” for interior and exterior construction types, space planning, site planning, space functionalities, building systems and assemblies, room types, building envelopes, and maintenance and operational considerations.
- (M) Identifying and documenting any neighborhood, sociological or demographic influences that will impact the facilities design and operation.
- (N) Identifying and documenting goals for integrating public art into the project.

3.04.03 Consultant shall present a minimum of three alternative site layouts including building massing to the Contract Administrator to illustrate optional creative responses to the architectural program. The Contract Administrator will convene a site massing review conference at which Consultant shall review with the Contract Administrator (and using agency and other concerned parties) these alternative solutions. Alternative approaches should address both design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and Consultant's recommendations concerning the presented alternatives. The Contract Administrator shall identify a preferred conceptual massing solution which shall then form the basis of Consultant's continuing work on the project and the primary content of the Design Concept and Report further described below.

3.04.04 Consultant shall prepare, submit and present for approval by the Contract Administrator a 95% complete Concept Massing Report, comprised of the documents listed below, including an identification of any special requirement(s) affecting the Project:

- (A) Concept Drawings/ 3D Models. These documents shall be site massing drawings responding to the predesign documentation and architectural program requirements illustrating the general scope, scale, and relationship of project components. Documents shall include, as a minimum, the following in addition to other graphic or descriptive materials Consultant may deem necessary to adequately communicate the project:
- 1) A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, property boundaries and setbacks, flood plain elevation and velocity zone (pursuant to FEMA and/or Broward County criteria, whichever is most stringent), over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, right of ways, easements, walks and paths, vehicle and bike parking areas, preliminary chiller plant/cooling tower/electrical vault locations, accessibility for the disabled, service areas, loading docks, play areas, athletic fields, bus and car loading zones, existing buildings and use, location of proposed building(s) and future additions, relocatable or temporary structures, community use buildings, phased construction, and preliminary soil borings. A statement shall be included on the site plan identifying the FEMA and Broward County criteria for flood plain and velocity zone in which the project is located. The statement shall be signed and dated by the Architect or Engineer of Record.
- (B) A Preliminary Project Description comprised of a written narrative of preliminary selections of components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), BellSouth, cable TV and other utility services as required by the Project's scope and program.
- (C) A Project Development Schedule: Consultant shall prepare a schedule of services (Project Development Schedule) in compliance with Project Schedule and for approval by the Contract Administrator. Such schedule shall show activities including but not limited to Consultant efforts and Contract Administrator (and other municipal/agency) reviews and approvals required to complete the design services.

- 1) Include all activities known at this stage of the project's development for the entire project including the construction process. Illustrate all project activities including any projected or preliminary requirements for creating temporary facilities, relocating County's staff and/or other personnel, removing and storing furniture, equipment and/or other appurtenances, hazardous material abatement, work by County, work by separate contractors, and any other activities that relate to or may impact construction of the project (including offsite work and related site reviews, permitting, etc.).
- 2) Prepare in a bar chart format, or other format as required by the Contract Administrator, which may be further developed and updated for submittal during subsequent phases of the Basic Services.
- 3) Consultant shall not be permitted to deviate from the milestones indicated on the Project Schedule (Attachment 1 of this Agreement) without specific written authorization from the Contract Administrator.

3.04.05 Consultant shall investigate, determine and document the municipal, county and other jurisdictional agency (such as the South Florida Water Management District, Health Department, etc.) coordination required for the Project. Consultant shall prepare and provide a list of permits and approvals required by such agencies to the Contract Administrator and shall coordinate with Contract Administrator concerning the timing, application requirements, fees and other matters pertaining to those agency approvals. Consultant, as required by the Contract Administrator, shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project. Attendance at the meetings denoted herein shall not be construed as meetings associated with the regulatory approval of the proposed project by any agency.

3.05 Predesign Phase - Project Estimate

3.05.01 Consultant shall provide written cost estimates and budgeting services for the Project, prepared by an independent cost estimator based on the combined programming tasks listed above and consisting of: conversion of programmed requirements to net area requirements; development of initial approximate gross facility areas; evaluation of current construction market conditions; application of unit cost data to gross area; estimates of related costs such as site development, landscaping, utilities, phasing and other services.

3.05.02 Costs estimates shall be developed in accordance with the requirements of the American Association of Cost Engineers (AACE) class 4 and be included in the 95% submittal and final report submittal.

3.06 Pre-Design Phase - Stakeholder Coordination and Public Outreach

3.06.01 Consultant shall develop a stakeholder coordination and public outreach action plan that will identify surrounding project stakeholders. Examples may include but are not limited to: Broward County, City of Fort Lauderdale, Office of the Medical Examiner, Broward County Sheriff's Office, School Board, SFWMD, local businesses, Housing Authorities, owners and residents. Activities shall include a combination of public meetings and individual stake holder meetings in coordination with the County.

3.06.02 Consultant shall research and identify any other stakeholder that may be impacted by the project. Consultant shall have up to two (2) meetings with each Stakeholder.

(A) Outreach effort will focus on three milestones:

1. Consultant shall address the perception this project may have with the surrounding community. Topics such as security, community safety, environmental concerns, etc.
2. Community Forum during programming phases, Site Analysis to facilitate public discourse about key issues that should be incorporated into the project, including site utilization.
4. Presentation of the final report wherein Consultant will illustrate how the Community dialogue has been incorporated into the final recommended Pre-Design concept. Mailings, etc.

(B) Key Activities shall include:

1. Targeted stakeholder meetings
2. Public Workshops
4. Stakeholder communication

3.06.03 Deliverables for this activity shall be included in the final report:

1. Meeting notes summary.
2. Stakeholder Coordination Report, that includes at a minimum, overall findings, survey results and summaries of interviews describing objectives and goals to be set for the project.
3. Presentation and communication materials.

4. Community report presentation at the completion of the pre-design phase.

3.07 100% Final Concept Massing Report Submittal

3.07.01 Consultant shall prepare, submit and present for approval by the Contract Administrator a 100% complete Concept Massing Report, comprised of the documents identified in section 3.04.04.

3.07.02 Consultant in coordination with the Stakeholder Coordination and Public Outreach action plan shall present its findings to County staff, stakeholders and project representatives.

4.01 Optional Services:

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

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

- (A) Providing financial feasibility, or other special studies.
- (B) Master planning or providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.
- (C) Providing services to make measured drawings of the existing site or facilities.
- (D) Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by County.
- (E) Providing any additional or special professional services as may be required for the project not within this Agreement.
- (F) Providing the services of one or more full-time on-site representative during construction; including the services of a Special Threshold Inspector.
- (G) Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of County's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation

of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.

- (H) Providing consultation concerning replacement of any Work damaged or built inconsistent with the Contract Documents, providing the cause is found by the Contract Administrator to be other than by fault of Consultant.
- (I) Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- (J) Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Contract Administrator, when so directed in writing by Contract Administrator, provided, however, that no compensation for Additional Services shall be paid for revisions which may be required when due to errors or omissions by Consultant or when due to the fact that the lowest Bona Fide construction bid exceeds the 'fixed limit of construction cost'.
- (K) Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any other entity engaged with the construction of the Work.
- (L) Preparing change orders and related documents required by changes (whether increases or decreases) in the scope of the project as requested by the Contract Administrator for unforeseen conditions and Contract Administrator requested changes only and not for any changes due to the error or omission of Consultant.
- (M) Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- (N) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- (O) Participation in the Contract Administrator's program of Building Commissioning.
- (P) Participation in the Contract Administrator's program of Partnering.
- (Q) Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to County from Consultant in the

event the claims are not extensive or in the event the claims are determined by the Contract Administrator to be based upon the failure of Consultant or Subconsultant to properly perform its services or to comply with the provisions of this Agreement.

- (R) Interior Design Services to include the following minimum services at the indicated design phase of the project:
- 1) Phase I: Schematic Design: Provide preliminary color boards and interior design sketch perspectives to communicate spatial relationships, preliminary furniture selections, material types and color and texture palette/selections for all finish materials with the Contract Administrator. Provide single copies of preliminary color boards.
 - 2) Phase II: Design Development:
 - a. Provide detailed Equipment and Furnishing Schedules: In addition to those preliminary furniture and equipment schedules required as Basic Services, provide listing of at least three sources for each furniture type from vendors listed on state and local contracts or purchasing agreements. Provide documentation for each furniture item which includes manufacturer's and/or vendor discounts, installation and freight costs, dimensions, finishes available, furniture features, pricing and furniture lead times.
 - b. Provide Detailed Equipment and Furnishing Drawings: In addition to those layout drawings required as Basic Services, provide elevations, preliminary systems furniture workstation plates and isometric drawings indicating the locations, scale and proposed arrangement of all furniture and equipment items including those that will be provided by the Contractor and those that will be provided by the Contract Administrator or others. Provide a symbols legend and unique identifiers for each piece of furniture or equipment corresponding to those established in the Equipment and Furnishing Schedules described above. Coordinate with Contract Administrator concerning standardized color coding of Equipment and Furnishing drawings necessary to facilitate internal Contract Administrator review and coordination of equipment and furnishings. Ensure that all illustrated furniture items are drawn to manufacturer's dimensions and are not generic templates or blocks which may not accurately reflect the size and configuration of proposed furniture or equipment items.

3) Phase III: Construction Contract Documents Development

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

f. Systems furniture detailed specifications and descriptive data coordinated through County's Purchasing Division (via the Contract Administrator) in sufficient detail to allow procurement through the Purchasing Division:

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

4) Phase IV: Bidding and Award of Contracts

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

5) Phase V: Administration of the Construction Contract

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

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

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

c. Participate in Contract Administrator's Post Occupancy Evaluations.

- (S) Renderings: 30 days after receipt of the Notice to Proceed with the Construction Documents Phase, Consultant shall submit several simple studies of proposed perspective drawings for the Project, indicating suggestions for angles of view and general composition of a rendering. Upon approval of a perspective format, Consultant shall execute and submit, with the 100% Construction Documents:
 - 1) One (1) 20" x 30" matted, framed and glassed color perspective rendering(s) of the Project.
 - 2) Five (5) smaller 10" x 15" framed color photographic copies of the original rendering(s). (Color Xerox copies are not acceptable.)
 - 3) One (1) original and nine (9) duplicate 35 mm color photographic slides mounted in standard cardboard sleeves.

- (T) Color Photography: Consultant shall facilitate the Contract Administrator's selection of a professional architectural photographer. Consultant shall arrange for and participate in the Contract Administrator's: review of photographer's past work, interview(s) with prospective photographers and photographer's tour of subject facilities. Consultant shall assist photographer on day(s) of on-site photography and shall assist the Contract Administrator in selecting photographs for printing. Number of photographs, media and photographer's compensation shall be subject to negotiations conducted with the photographer by Consultant and Contract Administrator.

- (U) If, in the Contract Administrator's sole opinion the project merits a detailed estimate prepared by an independent cost estimator and those services are not previously required as a Basic Service, then Contract Administrator may authorize Consultant to obtain those independent cost estimating services as an Optional Service expense. Such estimate shall consist of a fully detailed estimate of probable construction cost projected to the expected time of bid (or other award of construction services) and containing sufficient detail to provide information necessary to evaluate compliance with the Project Budget set for this project. Format estimate and provide detail matching the organization and content of the project's Outline Specifications complete for Divisions 00 through 48 including all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components. Utilize the 2012 or later edition

of MasterFormat as published by the Construction Specifications Institute to organize the estimate.

- (V) Provide scheduling services to provide CPM schedules or other scheduling formats pursuant to the detail and complexity required by the Contract Administrator.
- (W) NOT USED
- (X) Provide physical modeling of proposed facilities, building assemblies or other assemblies or other spaces/facilities pursuant to the particular project needs of the Contract Administrator.
- (Y) Testing Services
 - (1) CONSULTANT shall perform all work identified in this Exhibit "A." The parties agree that the scope of services is a description of CONSULTANT'S obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONSULTANT impractical, illogical, or unconscionable.
 - (2) For all Testing Services rendered under this Agreement, CONSULTANT shall not charge more than the unit prices specified on Exhibit "B-1".
 - (3) CONSULTANT acknowledges and agrees that services under this Agreement are to be requested by COUNTY on an as-needed basis only, and no representation or guarantee is made by COUNTY to CONSULTANT that COUNTY will utilize CONSULTANT'S services exclusively or at all. The scope of professional engineering services to be provided hereunder shall include, but not be limited to, the following testing services outlined in Exhibit B-1:
 - (4) The scope of professional engineering services to be provided hereunder shall include all testing services mentioned in Exhibit B-1.
- (Z) Any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice related directly to design, construction or project administration.

4.01.02 Site Identification and Acquisition Services: Consultant shall assist in the Contract Administrator's identification and acquisition of a potential alternate project site(s) for the facilities and improvements envisioned by County, as an optional service under the provision of the Agreement. Should the site identified under project location not be viable for the

development of a combined facility, Consultant shall provide a comparative analysis of proposed project site(s), comprised of:

- (A) Documentation of all ownership and legal information including Title Deeds and Limitations or Covenants, Developer's Agreements and Legal Descriptions.
- (B) Copies of Plat(s) including all Notes, access points, easements, and other site information pertinent to the Plat(s).
- (C) A Site Survey in electronic and hard copy formats.
- (D) Copies of executed Environmental Reports as required for the project. Include air, water, groundwater, wetlands, asbestos, PVC's and other HazMat conditions, archaeological/cultural resources, wildlife and other natural resources.
- (E) Copies of Geotechnical Data related to the site: Geotechnical Report, Soil Boring Report and Soils Analysis.
- (F) Documentation of vegetation characteristics of the site in the form of a Tree Survey.
- (G) Documentation of on- and off-site utilities, including but not limited to:
 - 1) Water
 - 2) Sanitary Sewer
 - 3) Storm Drainage
 - 4) Power
 - 5) Fire Protection
 - 6) Telecommunications
 - 7) Networking
 - 8) TV/Satellite/Radio Transmission/Reception Systems
 - 9) Security and Alarm
 - 10) EMS
- (H) Documentation of any existing structures and/or site improvements.
 - 1) Locations on Survey
 - 2) Photographic record
 - 3) Inventory Lists
 - 4) Original as-built documentation from prior/current owner, originating architect or engineer, municipal/county records, or other record source.

- (I) Documentation of critical adjacencies:
 - 1) Neighboring Properties
 - 2) Key “vicinity” improvements and resources
 - 3) Roads and transportation network (including both vehicular and pedestrian access)
 - 4) Other Pending Projects in neighborhood (Public and Private)

- (J) Photographic Site Documentation including:
 - 1) Still Photography (including site panoramas, aerial photographs, walking tour documentation)
 - 2) Video Photography
 - 3) Digital Imagery (Conversion of still and video photography to digital format plus original digital media)
 - 4) Photographs and written documentation, sketches, notes or reports to confirm and record the general condition of the existing site with particular attention to the following building/site elements as appropriate to the Project:
 - a. All above ceiling areas.
 - b. Power supplies distribution, switch gear, breaker/disconnect panels, and transformers.
 - c. Major components of existing HVAC systems including chillers, cooling towers, air handling units, VAVs, and primary ductwork runs.
 - d. Roofing, waterproofing and building envelope systems.
 - e. Site drainage systems and water retention characteristics.
 - f. Site vegetation, appurtenances, existing site improvements and access points from adjacent streets.
 - g. Adjacent properties and those facing the project site across streets or other roadways.
 - h. On site structures requiring demolition or other “unauthorized” use of the site by third parties which require removal (and/or other disposition) prior to commencement of work on the Site.

- (K) Preliminary Municipal Research and Coordination including:
 - 1) Preliminary Zoning Requirements
 - 2) Site Plan Approval Process
 - 3) Preliminary Building Code Requirements
 - 4) Building Department Process
 - 5) Permitting Requirements
 - 6) Other Agency Coordination

- (L) A preliminary projection of project requirements for special consultants, testing agencies, and other specialists as necessary for predesign and programming activities as well as design and construction support to include
 - 1) Surveyors
 - 2) Geotechnical Consultants
 - 3) Environmental Consultants
 - 4) Cost Estimators
 - 5) Scheduling Consultants
 - 6) Material Testing Laboratories
 - 7) Security Consultant
 - 8) Other Specialists and/or Design Professionals

- (M) Documentation of the Site(s) External Restraints on Building Area, Shape and Height
 - 1) Total lot dimensions and area.
 - 2) Usable lot area.
 - 3) Setback restrictions.
 - 4) Other zoning restrictions.
 - 5) Deed covenants, easements, and right-of-ways.
 - 6) Existing construction.
 - 7) Solar orientation.
 - 8) Building shadow restrictions.
 - 9) Required public spaces.
 - 10) Views.
 - 11) General Topography and Drainage Characteristics.

- (N) A comparison of the respective sites under consideration by County with an inventory of positive and negative aspects of each site and a recommendation concerning the optimum site for County's acquisition and development.

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EXHIBIT A, SCOPE OF WORK

**ATTACHMENT 1:
Project Schedule**

RFP No: S2115731P1
Project Title: Broward County’s Medical Examiner’s Office and BSO’s Crime Lab Combined Facility

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

ACTIVITY	DATE REQUIRED OR ESTIMATED TIME PERIOD (Calendar days)	
Pre-Design Phase (Programming 1 and 2)		
Consultant's Document Preparation & Submittal	73 Days	<input type="checkbox"/> Undetermined
County Review	21 Days	<input type="checkbox"/> Undetermined
Consultant's Document Correction & Re-Submittal	14 Days	<input type="checkbox"/> Undetermined
Pre-Design Phase (Site Analysis and Cost Estimate)		
95% Massing Design Concept Report Consultant's Document Preparation & Submittal	83 Days	<input type="checkbox"/> Undetermined
County Review	21 Days	<input type="checkbox"/> Undetermined
100% Massing Design Concept Report Consultant's Document Preparation & Submittal	21 Days	<input type="checkbox"/> Undetermined
Consultant's Document Correction & Re-Submittal	14 Days	<input type="checkbox"/> Undetermined

Pre-Design Phase (Stakeholder Coordination and Public Outreach)

Consultant's Document Preparation & Submittal	191 Days	<input type="checkbox"/> Undetermined
County Review	21 Days	<input type="checkbox"/> Undetermined
Consultant's Document Correction & Re-Submittal	21 Days	<input type="checkbox"/> Undetermined

100% Final Concept Massing Report Submittal

Consultant's Document Preparation & Submittal		
Final Submittal/presentation	14 Days	<input type="checkbox"/> Undetermined

EXHIBIT A, SCOPE OF WORK
ATTACHMENT 2:
Electronic Media Submittal Requirements

Preamble

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

Section 1 Definitions and Identifications

The following definitions and identifications set forth below apply unless the context, the Agreement, Exhibit A, Scope of Work in which the word or phrase is used requires a different definition. In the event of a conflict the Contract Administrator will determine its final resolution:

- 1.1 **3D Coordination & Conflict Analysis:** A process in which clash detection software is utilized during the coordination process to determine field conflicts by comparing 3D models of building systems. The goal of clash detection is to eliminate the major system conflicts prior to installation.
- 1.2 **As-constructed BIMs:** Multiple Construction BIMs, delivered and validated by the Contractor before closing up spaces and reviewed by the Consultants that represent the final as-constructed building and components, including embedded data as required by the Contract Documents.
- 1.3 **Asset Management:** A process in which an organized management system will efficiently aid in the maintenance and operation of a facility and its assets. Asset Management utilizes the data contained in a record model to determine cost implications of changing or upgrading building assets, segregate costs of assets for financial tax purposes, and maintain a current comprehensive database that can produce the value of a company's assets.
- 1.4 **BIM:** Building Information Model(ing). BIM is not a specific product or technology, instead it's a collection of software applications designed to facilitate coordination and project collaboration. BIM is a digital representation of physical and functional characteristics of a facility and is used as a process for developing design and construction documentation by

virtually constructing a building, bridge or other form of infrastructure – before anything is built.

- 1.5 **BIM Project Execution Plan (BIMPxP):** A document that defines the appropriate uses for Building Information Modeling on a project (e.g., design authoring, design review and 3D coordination), along with a detailed design and documentation process for executing BIM throughout a facility's lifecycle, team contacts, team responsibilities, team roles, definitions, delivery methods / formats, LOD matrix, work flow and process maps are among other information as outlined in the BIMPxP.
- 1.6 **Building Maintenance Scheduling:** A process in which the functionality of the building structure (walls, floors, roof, etc.) and equipment serving the building (mechanical, electrical, plumbing, etc.) are maintained over the operational life of a facility.
- 1.7 **CAD/CADD:** Computer Aided Design/Computer Aided Design and Drafting. Interchangeably used terms interpreted as 2D, (Two Dimensional) representations in electronic format.
- 1.8 **CIM / Sub-Surface:** Civil Information Modeling and subsurface utility mapping that relates and is coordinated with the building modeling.
- 1.9 **COBie:** Construction Operations Building Information Exchange specifications as administered through the buildingSMART alliance, National Institute of Building Sciences, Washington, DC. http://www.nibs.org/?page=bsa_cobie. **Code Validation:** A process in which code validation software is utilized to check model parameters against specific codes.
- 1.10 **Commissioning:** The process of verifying, in new construction agreed upon building systems to achieve Owners project requirements.
- 1.11 **Compatible Data:** Data that can be accessed directly by the target BIM or CADD system upon delivery to the County, without further translation or post-processing of the electronic digital data files. It is the responsibility of Consultant to ensure this minimum level of compatibility.
- 1.12 **Constructability / PEER Review:** Constructability can be defined as a review of the building model along with drawings, specifications to determine feasibility to assemble the project in the manner documented. The review includes, but does not limit, evaluating and identifying efficiencies, assemblies, systems and obstacles to construction.
- 1.13 **Construction System Design:** A process in which 3D System Design Software is utilized to design and analyze the construction of a complex building system (e.g. form work, glazing, tie-backs, etc.) in order to improve planning.
- 1.14 **Cost Analysis:** A process in which a BIM model can offer a preliminary analysis of the costs of constructing a Project during the design process and provide cost effects of additions and modifications with potential to save time and avoid budget overruns. The accumulation, examination, and manipulation of cost data for comparisons and projections.
- 1.15 **Cost Estimation:** A process in which a BIM is used to develop accurate quantity take-offs for the purpose of creating or validating cost estimates.
- 1.16 **Design Authoring:** A process in which 3D software is used to develop a BIM model based on criteria that is important to the translation of the building's design. Design authoring tools are a first step towards BIM, connecting the 3D model with a database of properties.

- 1.17 **Design for Maintenance:** An evaluation process where each object selected during design for inclusion in a BIM are evaluated for maintenance issues, such as clearances to perform routine maintenance activates to include complete replacement of the object or any of its components.
- 1.18 **Design Reviews:** A process in which a 3D model is used to showcase the proposed design to the stakeholders and to help evaluate whether it has met deliverable requirements.
- 1.19 **Digital Fabrication:** A process that utilizes machine technology to prefabricate objects directly from a 3D Model.
- 1.20 **Digital Layout - BIM2 Field:** A process that allows information in a BIM to be transferred to digital layout tools for layout in conformance to the model. This information can be used to validate (QA/QC) the physical facility against the model.
- 1.21 **Disaster Planning / EM Preparation:** A process in which emergency responders would have access to critical building information in the form of model and information system. The BIM would provide critical building information to the responders, that would improve the efficiency of the response and, more importantly, minimize the safety risks. The dynamic building information would be provided by a building automation system (BAS), while the static building information, such as floor plans and equipment schematics, would reside in a BIM model. These two systems would be integrated via a wireless connection and emergency responders would be linked to an overall system. The BIM coupled with the BAS would be able to clearly display where the emergency was located within the building, possible routes to the area, and any other harmful locations within the building.
- 1.22 **Electrical Analysis:** A process in which intelligent modeling software uses the BIM model to determine the most effective electrical system based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- 1.23 **Energy Analysis:** A process in which intelligent modeling software uses the BIM model to determine the most effective facility energy plan based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- 1.24 **Existing Conditions Modeling:** A process in which a project team develops a 3D model of the existing conditions for a site, facilities on a site, or a specific area within a facility. This model can be developed in multiple ways depending on what is desired and what is most efficient. Once the model is constructed, it can be queried for information, whether it be for new construction or a modernization project.
- 1.25 **Facility Data Exchange:** A process where a facility data schema is developed to ensure information is supplied to the BIM in electronic form so that it can be easily exchanged between the BIM and the organizations selected tool. The capability should include textural as well as graphic entities.
- 1.26 **IFC:** Industry Foundation Classes, open sharable standards for building information as defined by the buildingSMART alliance, National Institute of building Sciences, Washington, DC. <http://www.buildingSmart.org/compliance/certified-software>

- 1.27 **Laser Scanning and Point Cloud Integration:** A process where the application is the controlled steering of laser beams followed by a distance measurement at every pointing direction. This is used to rapidly capture shapes of objects, buildings and landscapes. The point cloud generated is then interpreted by software to create a BIM of the existing conditions.
- 1.28 **Lighting Analysis:** A process in which intelligent modeling software uses the BIM model to determine the most effective lighting method based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- 1.29 **LOD:** Level of Development Specification for Building Information Models. See Attachment 2a – BIM/CADD Standards of Care and the current edition (2017 or later), of the BIMForum LOD Specification for additional information. <http://BIMForum.org/lod>
- 1.30 **Maintenance & Repair Information:** A function to allow the collection and storage of maintenance and repair information about objects brought into a BIM.
- 1.31 **Mechanical Analysis:** A process in which intelligent modeling software uses the BIM model to determine the most effective mechanical system design based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- 1.32 **OmniClass:** OmniClass Construction Classification System (OCCS), is a means of organizing and retrieving information specifically designed for the construction industry. This agreement incorporates Table 23 establishing National Standards for the classification of construction products. Most recent release date May 16, 2012. OmniClass uses MasterFormat and UniFormat as the basis of its Tables wherever possible. <http://www.omniclass.org/about>
- 1.33 **Owner Approval:** A business process which takes advantage of information stored in a BIM to help validate progress as well as observing that the owner's intent for the facility is being honored both conceptually and contractually.
- 1.34 **Phase Planning - 4D Modeling:** A process in which a 4D model (3D models with the added dimension of time) is utilized to effectively plan the phased occupancy in a renovation, retrofit, addition, or to show the construction sequence and space requirements on a building site.
- 1.35 **Programming:** A process in which a spatial program is utilized to efficiently and accurately assess design performance in regard to spatial requirements. Use of the BIM model allows the project team to analyze space and understand the complexity of space standards and regulations. Critical decisions are made in this phase of design and brings the most value to the project when needs and options are discussed with the client and the best approach is analyzed.
- 1.36 **Quality Assurance/Quality Control - QA/QC:** QA/QC as a BIM Use refers to ensuring that the BIMs follow County requirements and all components of the approved BIM Execution Plan, and that the BIMs accurately represent the building geometry and data to meet the purposes for which they are developed.

- 1.37 **Quantity Take Off:** Quantity take-off's (QTO) are a detailed measurement of materials and labor needed to complete a construction project. Estimators review drawings, specifications and BIMs to find these quantities.
- 1.38 **Record BIMs:** The updated BIMs generated by the Architecture Engineering Team of record that includes the contractors As-constructed BIMs.
- 1.39 **Security / Key Management:** A process to identify and evaluate the security zones in the facility using BIM. The process includes identifying the door keys required for openings through the security perimeters established to ensure that the level of security defined is maintained.
- 1.40 **Site Analysis:** A process in which BIM/GIS tools are used to evaluate properties in a given area to determine the most optimal site location for a future project. The site data collected is used to first select the site and then the position the building based on engineering criteria (e.g. solar path, utility availability, hazardous material).
- 1.41 **Site Utilization Planning:** A process in which a 4D model is used to graphically represent both permanent and temporary facilities on site, with the construction activity schedule. Additional information incorporated into the model can include labor resources, materials and associated deliveries, and equipment location.
- 1.42 **Space Management:** A process in which BIM is utilized to effectively allocate, manage, and track assigned workspaces and resources.
- 1.43 **Specification Production:** A data based three- part specification system linked to the objects selected in a BIM which responds to any changes or alternatives items added, or subtracted from the model.
- 1.44 **Structural Analysis:** A process in which analytical modeling software utilizes the BIM design authoring model to determine the behavior of a given structural system. Based on this analysis further development and refinement of the structural design takes place to create effective, efficient, and constructible structural systems.
- 1.45 **Sustainability & LEED Evaluation:** A BIM process in which a project is evaluated based on LEED or other sustainability criteria. This can refer to materials, performance, or a process. Sustainability evaluations can be applied across all four phases of a construction project, Planning, Design, Construction, and Operation. Sustainability evaluation is most effective when it is done in planning and design stages and then applied in construction and operations phase.
- 1.46 **Total Cost of Ownership / Service Life:** A financial estimate intended to help buyers and owners determine all direct and indirect costs of a product or system.
- 1.47 **Virtual Design and Construction (VDC):** is the management of integrated multi-disciplinary performance models of design-construction projects, the work processes and organization of the teams to support business objectives.
- 1.48 **Visualization:** Any technique for creating images, diagrams, or animations to communicate information. BIM can be used as a tool to show visual clarity of simple and complex systems and data to help understand project scope, design options, constructability, coordination and QA/ QC.

Section 2 Electronic Media

2.1 General Requirements:

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

2.2 BIM and CADD Graphic Formats:

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

- a. Autodesk, Inc. Revit 2018 or higher.
- b. Autodesk, Inc. AutoCAD release 2018 or higher.
- c. Alternative compatible BIM software formats that conform to the requirements of Section 2.2 of this Attachment if accepted in writing by the County's Contract Administrator.

2.2.2 BIM data required for Contract submittals shall be provided in native.rvt format as well as .ifc format in conformance with IFC (Industry Foundation Classes) IFC2x4 or higher, as established by the buildingSMART International Alliance for Interoperability. Use of BIM vendor's or systems that incorporate the International Alliance for Interoperability IFC standard above must be approved in writing in advance by the County's Contract Administrator and comply with this Attachment.

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

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

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

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

requirements specified herein.

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

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

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

2.2.8 BIM Content:

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

2.2.9 CADD Standards:

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

2.2.10 CADD Layering:

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

2.2.11 Attribute Definitions:

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

2.2.12 Federated Models:

The following colors shall be utilized for all federated models – Design, Construction, Coordination, As-Built, and Record Models:

- a. Architectural Models
 1. Architectural - Default
 2. Envelope (Curtainwall, Precast, Other) - Default
 3. Masonry - Gray

- b. Structural Models
 1. Steel – Rust
 2. Concrete - Gray
 3. Masonry - Gray

- c. MEP/FP Models
 1. Mechanical Ductwork Supply - Magenta
 2. Mechanical Ductwork Return - Plum
 3. Mechanical Ductwork Exhaust – Medium Orchid
 4. Mechanical Piping Supply – Hot Pink
 5. Mechanical Piping Return- Violet
 6. Electrical Conduit - Orange
 7. Cable Tray- Yellow
 8. Electrical Lighting – Light Golden Rod Yellow
 9. Plumbing Domestic Water - Lime
 10. Plumbing Storm / Roof Drain – Dark Green
 11. Plumbing Waste / Vent - Olive
 12. Medical Gas – Light Green
 13. Fire Protection - Red
 14. Fire Alarm – Golden Rod
 15. Data/IT / Controls - Aqua
 16. Pneumatic Tubing – Dark Slate Gray

- d. Miscellaneous Models
 1. Framing – Sandy Brown
 2. Equipment Models (by Equip. Planners) – Burly Wood
 3. Clearances - Dark Red

2.2.13 Deviations from Standards:

- a. Submit a written request for approval of any deviations from the Contract Administrator's established electronic media standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction

process to ensure compatibility of submittal with County's uses and information systems.

- b. No deviations from the Contract Administrator's established BIM/CADD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.
- c. County or its Owner's Designated Representative reserves the right to review, accept or reject AutoCAD files, BIMs and other Digital Deliverables. If the Digital Deliverables do not comply with the provisions of the agreement between County and the External Project Team member, the External Project Team member will be required to correct the work at no additional cost to County or delay to the Project Schedule.
- d. County or its Owner's Designated Representative also reserves the right to review, accept or reject Facility Data deliverables when required by contractual agreements. To ensure successful integration into County's computer aided facility management software, milestone reviews may be conducted by County to export or link BIM data into these designated programs to ensure compatibility and capability. During the development of the BIMPxP, the required BIM outputs allowing for this integration will be determined. If the Facility Data integration with the computer aided facility management software fails because of the BIMs non-compliance with the provisions of the agreement between County and the External Project Team member, or the data imported does not accurately reflect the current state of the Project, the External Project Team member will be required to correct the work at no additional cost to the owner or delay to the Project Schedule.

2.3 Non-BIM/CADD Graphic Format:

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

2.4 Non-Graphic Format:

2.4.1 Provide word processing files in Microsoft Word 2016 or higher compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

2.4.2 Provide spreadsheet files in Microsoft Excel 2016 or higher for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

2.4.3 Provide database files in relational database format compatible with Microsoft Access 2013 or higher, or other compatible SQL format database including all tables, form

and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

2.5 Delivery Media and Format:

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

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

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

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

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

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

- a. Ensure that drawing sheets, viewports, paper-space, 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 using a "relative" path setting and without device or directory specifications.
- c. Compress and reduce all design files using PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Contract Administrator and provided to the Contract Administrator with the delivery media.
- d. Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials must be provided to the Contract

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

2.6 Submittals:

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

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

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

2.6.3 Prime Contractors are responsible for ensuring that the Digital Deliverables prepared by their Subcontractors or Subconsultants comply with the standards and policies outlined in this document.

2.7 Ownership:

2.7.1 County has ownership and all rights to all finished or unfinished Digital Deliverables developed for this Project. Any Digital Deliverables generated under any County design and construction Contract, including those generated by the External Project Team member's Subcontractors or Subconsultants, shall become the property of County. County will have unlimited use of the Digital Deliverables produced for the Project. County acknowledges that the Digital Deliverables are an Instrument of Service of the External Project Team member and that the author of the Digital Deliverable does not represent or guarantee that the Digital Deliverable will be useful to County for any purposes beyond those uses that they were authored.

2.7.2 County will have unlimited rights under the Professional Services Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Contract Administrator and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright.

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

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

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

2.8 Contract Administrator-Furnished Materials to the Construction Contractor:

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

- a. Work-files: Selected work product files, copies of BIM and/or CAD files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis.

Consultant shall cooperate and facilitate the exchange of these electronic media documents.

- b. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media conforming to Section 2.2 of this Attachment.
- c. Where Electronic Project Record Documents are required, Consultant will provide the Contractor one set of contract drawings in an electronic file format conforming to Section 2.2 of this Attachment, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on media in conformance with Section 2.5 of this Attachment.

2.9 Other Digital Information:

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

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

End of Attachment 2: Electronic Media Submittal Requirements

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

General Provisions.

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

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

The following Level of Development (LOD) descriptions are summaries of Level of Development Specification for Building Information Models as developed by BIMForum. (<http://bimforum.org/lod>), current edition (2017 or later). Each subsequent LOD builds on the previous level and includes all the characteristics of previous levels.

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

The BIMForum’s interpretation of the LOD definitions are as follows:

LOD 100 elements are not geometric presentations. They may be symbols or other generic representations of information that can be derived from other model elements. Any information derived from LOD 100 elements must be considered approximate.

LOD 200 elements are represented graphically but are generic placeholders, e.g., volume, quantity, location, or orientation. Any information derived from LOD 200 elements must be considered approximate.

LOD 300 elements are graphically represented as specific systems, objects, or assemblies from which quantity, shape, size, location, and orientation can be measured directly, without having to refer to non-modeled information such as notes or dimension call-outs.

LOD 350 elements are enhanced beyond LOD 300 by the addition of information regarding interfaces with other building systems. For example, an LOD 350 masonry wall element would include jamb conditions, bond beams, grouted cells, dowel locations, and joints – information that enables the model user to coordinate the wall element with other systems in the structure.

LOD 400 elements are modeled at sufficient detail and accuracy for fabrication of the represented component.

County and the LOD Specification do not address LOD 500 since that LOD relates to field verification and is not an indication of progression to a higher level of geometry or information.

LODs and Model Definition: There is no such thing as an “LOD ### model.” As previously noted, project models at any stage of delivery will invariably contain elements and assemblies at various levels of development. As an example, it is not logical to require an “LOD 200 model” at the completion of the schematic design phase. Instead, the “100% SD Model” will contain modeled elements at various levels of development. Consultants will be required to submit a LOD Model Progression as part of the Project Execution Plan.

LEVEL OF DEVELOPMENT (LOD) – EXPANDED DESCRIPTIONS

LOD 100: Schematic Phase (Basic Service)

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

Potential Uses

- a. **Analysis:** The Model may be analyzed based on volume, all spaces, area and orientation by application of generalized performance criteria assigned to the representative Model Elements.
- b. **Cost Estimating:** The Model may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, etc.).
- c. **Schedule.** The Model may be used for project phasing and overall duration.

LOD 200: Design Development Phase (Basic Service)

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

Potential Uses

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

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

Model Content Requirements: Model Elements are modeled as specific assemblies accurate in

terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

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

Potential Uses

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

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

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

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

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

Potential Uses

- a. Clash Detection. The model may be used to coordinate the configuration, installation and positioning of all building elements.
- b. Facility Management. The Model may be utilized for maintaining, altering, and adding to the Project. Update and confirm preliminary COBie data.
- c. Analysis. The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model

Elements.

- d. Cost Estimating. The Model may be used to develop cost estimates due to change in project scope based on the specific data provided and estimating techniques.
- e. Schedule. The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.

Detailed BIM Delivery Breakdown for LOD 300 and 350:

1. **Architectural/Interior Design**. The Architectural systems Model may vary in level of detail for individual building elements, but at a minimum the model must include all features that would be included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include:
 - a. **Spaces**. The Model shall include spaces defining actual net square footage and net volume, and holding data to develop the room finish schedule including room names and numbers. Include program information to verify design space against programmed space, using this information to validate area quantities.
 - b. **Walls and Curtain Walls**. Each wall shall be depicted to the exact height, length, width, materiality and ratings (thermal, acoustic, fire) to properly reflect wall types. The Model shall include all walls, both interior and exterior, and the necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.
 - c. **Doors, Windows and Louvers**. Doors, windows and louvers shall be depicted to represent their actual size, type and location. Doors and windows shall be modeled with the necessary intelligence to produce accurate window and door schedules.
 - d. **Roof**. The Model shall include the roof configuration, drainage system, penetrations, specialties, and the necessary intelligence to produce accurate plans, building sections and wall sections where roof design elements are depicted.
 - e. **Floors**. The floor slab(s) shall be developed in the Structural Model and then referenced by the Architectural Model.
 - f. **Ceilings**. All heights and other dimensions of ceilings, including soffits, ceiling materials, or other special conditions shall be depicted in the Model with the necessary intelligence to produce accurate plans, building sections and wall sections where ceiling design elements are depicted.
 - g. **Vertical Circulation**. All continuous vertical components (i.e., non-structural shafts, architectural stairs, ramps, conveying systems, handrails and guardrails) shall be accurately depicted and shall include the necessary intelligence to produce accurate plans, elevations and sections in which such design elements are referenced.
 - h. **Architectural Specialties**. All architectural specialties (i.e., toilet room accessories, toilet partitions, grab bars, lockers, and display cases) and millwork (i.e., cabinetry and

- counters) shall be accurately depicted with the necessary intelligence to produce accurate plans, elevations, sections and schedules in which such design elements are referenced.
- i. **Signage.** The Model shall include all signage and the necessary intelligence to produce accurate plans and schedules.
 - j. **Schedules.** Provide door, window, flooring, wall finish, and signage schedules from the Model, indicating the type, materials and finishes used in the design.
2. **Furniture.** The furniture Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on quarter inch (1/4"= 1'-0") scaled drawing, and have necessary intelligence to produce accurate plans. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Representation of furniture elements is to be 3D. Examples of furniture include, but are not limited to, desks, furniture systems, seating, tables, and office storage.
- a. **Furniture Coordination.** Furniture that makes use of electrical, data or other features shall include the necessary intelligence to produce coordinated documents and data. Models shall be sufficient to enable their use to demonstrate complete furniture mounted electrical and data installation locations.
3. **Equipment.** The Model may vary in level of detail for individual elements. Equipment shall be depicted to meet layout and clearance requirements with the necessary intelligence to produce accurate plans and schedules, indicating the configuration, materials, finishes, mechanical, electrical requirements and all other related utilities. Examples of equipment include but are not limited to copiers, printers, refrigerators, ice machines, microwaves, and equipment specifically related to the operations and functions of the facility.
- a. **Schedules.** Provide furniture and equipment schedules from the model indicating the materials, finishes, mechanical, and electrical requirements.
4. **Structural** The Structural systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"= 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include:
- a. **Floor Slabs.** Structural floor slabs shall be depicted with all necessary recesses, curbs, pads, closure pours, and major penetrations accurately depicted. Major penetrations shall include A/C duct chases and pipes larger than 6" dia. only.
 - b. **Structural Steel.** All steel columns, primary and secondary framing members, and steel

- bracing for the roof and floor systems (including decks), including all necessary intelligence to produce accurate structural steel framing plans, related building/wall sections, and schedules.
- c. **Cast-in-Place Concrete.** All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting cast-in-place concrete elements.
 - d. **Precast/Tilt up/CMU.** All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting such elements.
 - e. **Expansion Joints.** Joints shall be accurately depicted.
 - f. **Shafts.** All shafts, including necessary intelligence to produce accurate plans and building/wall sections depicting these design elements.
 - g. **Openings and Penetrations.** All major openings and penetrations that would be included on a quarter inch (1/4"= 1'-0") scaled drawing.
5. **Mechanical.** The Mechanical systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"= 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1-1/2" NPS) field-routed piping is not required to be depicted in the Model. Additional minimum Model requirements include:
- a. **HVAC.** All necessary heating, ventilating, air-conditioning and specialty equipment, including air distribution for supply, return, ventilation and exhaust ducts, control systems, chillers, registers, diffusers, grills, and hydronic baseboards with necessary intelligence to produce accurate plans, elevations, building/wall sections and schedules.
 - b. **Mechanical Piping.** All necessary piping and fixture layouts, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, and schedules.
 - c. **Equipment Clearances.** All Mechanical equipment clearances shall be modeled for use in interference management and maintenance access requirements.
6. **Plumbing.** All necessary plumbing piping and fixture layouts, floor and area drains, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. Piping shall include slope requirements.
- a. **Equipment Clearances.** All equipment clearances shall be modeled for use in interference management and maintenance access requirements.
 - b. **Elevator Equipment.** All necessary equipment and control systems, including necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.

7. **Electrical/Telecommunications/Data**. The Electrical and Telecommunications systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"= 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1-1/2"Ø) field-routed conduit is not required to be depicted in the Model unless banks of 3 or more conduits are run on racks. Additional *minimum* Model requirements include:
 - a. **Interior Electrical Power and Lighting**. All necessary interior electrical components (i.e., lighting, receptacles, special and general purpose power receptacles, lighting fixtures, panel boards, cable trays and control systems), including necessary intelligence to produce accurate plans, details and schedules. Lighting and power built into furniture/equipment shall be modeled. Whips servicing lighting fixtures are not required to be modeled.
 - b. **Special Electrical**. All necessary special electrical components (i.e., security, mass notification, public address, nurse call and other special electrical occupancy sensors, and control systems), including necessary intelligence to produce accurate plans, details and schedules.
 - c. **Grounding**. All necessary grounding components (i.e., lightning protection systems, static systems, communications, and bonding), including necessary intelligence to produce accurate plans, details and schedules.
 - d. **Telecommunications/Data**. All existing and new telecommunications service controls and connections, both above ground and underground, with necessary intelligence to produce accurate plans, details and schedules. Cable tray routing shall be modeled without detail of cable contents.
 - e. **Equipment Clearances**. All Electrical equipment clearances shall be modeled for use in interference management and maintenance access requirements.

8. **Fire Protection**. The fire protection system Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"= 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. All Fire Protection piping should be modeled. Additional minimum Model requirements include:
 - a. **Fire Alarms**. Fire alarm/mass notification devices and detection systems shall be indicated with necessary intelligence to produce accurate plans depicting them.
 - b. **Fire Protection System**. All relevant fire protection components (i.e., branch piping, sprinkler heads, fittings, drains, pumps, tanks, sensors, control panels) with necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. All fire protection piping shall be modeled.

9. **Security**. Both facilities require a level of security to ensure record and evidence integrity. The security system Model may vary in level of detail for individual elements, but at a minimum must include all devices and components that would be included on a quarter inch (1/4"= 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include, but not limited to:
 - a. **Closed Circuit Television (CCTV)**. Security Cameras, devices, components, and detection systems shall be indicated with necessary intelligence to produce accurate plans depicting them on drawings.
 - b. **Emergency Notification Systems**. All relevant security protection components (i.e. panic buttons, card readers, door controls, monitoring stations, security computer room, room/ corridor sensors, audible/visible annunciators, and security control panels) with necessary intelligence to produce accurate plans depicting the system(s).
 - c. **Burglar Alarm Systems**. Building security including motion detectors, glass-break sensors, audible devices, and other intrusion detection devices as well control system for above shall be indicated on plans.
 - d. **Public address system – Speakers**, zone control reflected on plan.
 - e. **Bi-Directional Antenna systems (BDA)** – Antennas, trunk lines, branch line, control boxes, repeaters, emergency or redundant power sources, primary interface components, & home run room.

10. **Conveying Systems**. The conveying systems models should indicate primary equipment, all necessary plumbing piping, electrical panels, fixture layouts and other related equipment, that would appear on a quarter inch (1/4" = 1'-0") scaled drawing. Clearly indicate equipment clearances.
 - a. **Elevator Equipment**. All necessary equipment and control systems, including necessary intelligence to produce accurate plans, sections and elevations depicting these design elements. Provide indicators and call buttons.
 - b. **Escalator Equipment**. All relevant components of the escalator system including accurate modeling of stair tread, size and placement. Indicate areas where 6'-8" clear headroom exists below the finished escalator if applicable.

LOD 400: BIM for Fabrication. (Optional Service).

BIM for Facility Management (Contractor agreements only).

BIMs shall be provided by Contractor or Managing General Contractor (MGC). Contractor or MGC shall submit an as-constructed BIM model to the A/E Consultant for the extraction of COBie in Excel format.

As Constructed Model Content Requirements: Model Elements are modeled as constructed

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

Potential Uses

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

COBie Data

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

23-11	Products
23-13	Structural and Exterior Enclosure Products
23-15	Interior and Finish Products
23-17	Openings, Passages, and Protection Products
23-21	Furnishings, Fixtures and Equipment Products
23-23	Conveying Systems and Material Handling Products
23-27	General Facility Services Products
23-29	Facility and Occupant Protection Products
23-31	Plumbing Specific Products and Equipment
23-33	HVAC Specific Products and Equipment
23-35	Electrical and Lighting Specific Products and Equipment
23-37	Information and Communication Specific Products and Equipment

Table 1.0 – Selected Excerpt from OmniClass Table 23

BIM Project Execution Plan (BIMPxP):

The BIMPxP is a section of the Project Execution Plan (PxP). The Consultants BIMPxP Coordinator for the Project has the responsibility of documenting the PxP, gathering the required information from the External Project Team, scheduling and leading the PxP meetings and establishing and implementing protocols for revisions and sharing the PxP

The development of the PxP is a collaborative effort by all members of the Project team and will be reviewed and updated in meetings specifically scheduled for this purpose. All members of the Project team are required to submit initial information for their scope to the designated PxP

Coordinator within 15 calendar days of commencing work. At a minimum PxP meetings shall be conducted at the end of each project phase and a revised PxP shall be issued to County and the External Project Team. A record PxP shall be provided to the owner at handover including all updated requirements.

The PxP is subject to review and approval by County at each project phase.

The design & construction teams shall submit a written BIMPxP subject to review and written approval by County prior to proceeding with the process. The BIMPxP will outline all methods and procedures for collaboration between the design and construction teams as well as coordination of VDC/BIM efforts of the subcontractors. The Contract Administrator, Design Team and all sub-consultants engaged in the BIM process will sign agreement to adhere to the BIM Project Execution Plan.

The BIM Project Execution Plan shall include as a minimum:

- Project Information
- Key Project Contacts
- Project VDC / BIM Uses
- Organizational Roles and Staffing
- VDC / BIM Process for preconstruction, construction and handover
- BIM Information Exchanges
- BIM and Facility Data Requirements
- Collaboration and coordination procedures
- Quality Control
- Technological Infrastructure Needs
- A Model Progression Schedule identifying LODs and Authors for each category of model (built) element.

BIM Use Agent Responsibility Matrix:

County has identified the Required, Preferred and Optional BIM uses as it relates to this project. The County acknowledges that Design and Construction Consultants will work together to achieve these Uses. Implementation of these uses should be explained by the Consultant in the BIMPxP. Roles, responsibilities and timing are to be documented.

The BIM Uses are as follows:

Broward County MEO and BSO Combined Facility	
BIM USES	Required Preferred Optional

3D COORDINATION / CONFLICT ANALYSIS	Required
AS CONSTRUCTED MODEL	Required
ASSET MANAGEMENT	Required
CIM / SUBSURFACE	Required
<u>CONSTRUCTABILITY/PEER REVIEW</u>	Required
DESIGN 4 MAINTENANCE (D4M)	Required
DESIGN AUTHORIZING	Required
DESIGN REVIEWS	Required
EXISTING CONDITIONS MODELING	Required
FACILITY DATA EXCHANGE	Required
OWNER APPROVALS	Required
QA/QC	Required
RECORD MODELING	Required
SITE UTILIZATION PLANNING	Required
SPATIAL ANALYSIS	Required
VISUALIZATION	Required
COMMISSIONING	Preferred
COST ESTIMATION	Preferred
ENERGY / MECHANICAL ANALYSIS	Preferred
PROGRAMMING	Preferred
PROGRAM / CODE VALIDATION	Preferred
QUANTITY TAKE-OFF	Preferred
SITE ANALYSIS	Preferred
SPACE MANAGEMENT / TRACKING	Preferred
STRUCTURAL ANALYSIS	Preferred
SUSTAINABILITY LEED	Preferred
TOTAL COST OF OWNERSHIP	Preferred
BIM2FIELD - DIGITAL LAYOUT	Optional
BUILDING MAINTENANCE SCHEDULING	Optional
BUILDING SYSTEM ANALYSIS	Optional
CODE ANALYSIS	Optional
CONSTRUCTION SYSTEM DESIGN	Optional
DIGITAL FABRICATION	Optional
DISASTER PLANNING	Optional
ELECTRICAL ANALYSIS	Optional
FIELD AND MATERIAL TRACKING	Optional
LASER SCANNING	Optional
LIGHTING ANALYSIS	Optional

PAY APPLICATIONS	Optional
PHASE PLANNING 4D	Optional
SECURITY / KEY MANAGEMENT	Optional
SPECIFICATION PRODUCTION	Optional

3D Coordination and Conflict Analysis:

The Design Team shall use BIM to employ a managed approach to advanced collaborative reviews, including automated element collision detection using software such as Autodesk Navisworks. By coordinating BIM data during the design phases, this can reduce the number of potential major conflicts that might arise during the construction phase.

This approach is not meant to replace the traditional quality control process, or the early airspace zone MEP strategy approach used by the project team and participating consultants, but should enhance the ability of the project team to visualize the design and detect interferences between discipline components.

Design Team Coordination

- The Design Team shall produce a design in which all MEP/FP systems fit within the intended spaces provided, including necessary and required clearances, egress zones, and access zones. To help achieve this goal, the Design Team shall have a formal 3D spatial analysis and clash resolution process that forms the backbone of the QA/QC process. The spatial analysis and clash resolution process shall include regularly scheduled clash review meetings and the use of software tools to analyze and resolve clashes.
- County does not expect a “clash-free” design, however expects a design that has been spatially analyzed and validated such that all systems are constructible within the space designed.
- Clash reports will be required at project milestone deliverables for both Design and Construction.

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

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

Architectural Program

RFP No: S2115731P1
Project Title: Broward County's Medical Examiner's Office and BSO's Crime Lab Combined Facility

- A detailed architectural program is available from the Contract Administrator and is attached to this document as Attachment 3, Architectural Program.
- A detailed architectural program is not available from the Contract Administrator and shall be developed by Consultant under Programming 1 of Predesign Services as further described below.
- An architectural program is attached to this document as Attachment 3, Architectural Program. Requirements for Consultant's use and modification of that generic program follow under Programming Option 2 of Predesign Services as further described below.
- The Preliminary Final BSO Crime Lab Expansion Needs Assessment program for the Crime Laboratory portion of the project, dated March 28, 2017, will be provided by the Contract Administrator during negotiation. Consultant's use of this program is described within Exhibit A, Scope of Work of the Professional Services Agreement for this project.

**EXHIBIT B
SALARY COSTS**

Broward County's Medical Examiner's Office and BSO's Crime Lab Combined Facility

RFP No: S2115731P1
 Consultant Name: Leo A. Daly
 Sub Consultant Name:

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Vice President, Managing Principal	\$102.66		2.99		\$306.95
Vice President, Market Sector Leader	\$86.77		2.99		\$259.44
Vice President, Director of Operations	\$84.05		2.99		\$251.31
Project Executive QA/QC	\$70.70		2.99		\$211.39
Vice President, Director of Design	\$70.77		2.99		\$211.60
Senior Project Manager	\$61.09		2.99		\$182.66
Project Manager	\$57.86		2.99		\$173.00
Senior Project Engineer	\$54.64		2.99		\$163.37
Senior Architect	\$54.64		2.99		\$163.37
Senior Engineer	\$54.64		2.99		\$163.37
Senior Interior	\$53.03		2.99		\$158.56
Visualization	\$51.41		2.99		\$153.72
Job Captain	\$46.83		2.99		\$140.02
Junior Architect	\$44.99		2.99		\$134.52
Planner	\$44.99		2.99		\$134.52
Manager CAD/BIM	\$42.14		2.99		\$126.00
Senior Technician	\$37.90		2.99		\$113.32

Administrative Assistant	\$35.55		2.99		\$106.29
Junior Interior	\$25.68		2.99		\$76.78
Junior Technician	\$25.57		2.99		\$76.45
Junior Administrative Assistant	\$22.40		2.99		\$66.98

Multiplier of 2.99* is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (126.8%)

FRINGE = HOURLY RATE X FRINGE (59.08%)

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

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

2.99*

*Negotiated Multiplier

**EXHIBIT - B
SALARY COSTS**

Broward County’s Medical Examiner’s Office and BSO’s Crime Lab Combined Facility

RFP No: S2115731P1
 Consultant Name: Leo A. Daly
 Sub Consultant Name: Bliss and Nyitray, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Sr. Principal	\$83.00		2.31		\$191.73
Principal	\$69.00		2.31		\$159.39
Associate	\$50.00		2.31		\$115.50
Sr. Project Engineer	\$45.00		2.31		\$103.95
Project Engineer	\$40.00		2.31		\$92.40
Engineer	\$37.00		2.31		\$85.47
Sr. CAD/BIM	\$46.00		2.31		\$106.26
CAD/BIM	\$32.00		2.31		\$73.92
Inspector	\$30.00		2.31		\$69.30
Administrative	\$32.00		2.31		\$73.92

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100%)

FRINGE = HOURLY RATE X FRINGE (10%)

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

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

2.31

Notes:

Consultant has elected to use “Safe Harbor” combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
SALARY COSTS**

Broward County’s Medical Examiner’s Office and BSO’s Crime Lab Combined Facility

RFP No: S2115731P1
 Consultant Name: Leo A. Daly
 Sub Consultant Name: CMS – Construction Management Services, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$67.11		2.31		\$155.02
Project Manager	\$44.87		2.31		\$103.65
Senior Estimator	\$39.02		2.31		\$90.14
Estimator	\$29.26		2.31		\$67.59
Administrative Assistant	\$25.36		2.31		\$58.58

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100%)

FRINGE = HOURLY RATE X FRINGE (10%)

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

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

2.31

Notes:

Consultant has elected to use “Safe Harbor” combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
SALARY COSTS**

Broward County's Medical Examiner's Office and BSO's Crime Lab Combined Facility

RFP No: S2115731P1
 Consultant Name: Leo A. Daly
 Sub Consultant Name: Gartek Engineering Corporation

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$115.58		2.99		\$345.58
Project Manager	\$68.30		2.99		\$204.22
Senior Engineer	\$68.30		2.99		\$204.22
Senior Technician	\$43.71		2.99		\$130.69
Junior Technician	\$32.78		2.99		\$98.01
Drafter	\$26.23		2.99		\$78.43
Administrative Assistant	\$27.32		2.99		\$81.69
Engineer	\$52.45		2.99		\$156.83
Inspector	\$39.34		2.99		\$117.63

Multiplier of 2.99* is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (94.23%)

FRINGE = HOURLY RATE X FRINGE (82.92%)

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

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

2.99*

*Negotiated Multiplier

**EXHIBIT - B
SALARY COSTS**

Broward County’s Medical Examiner’s Office and BSO’s Crime Lab Combined Facility

RFP No: S2115731P1
 Consultant Name: Leo A. Daly
 Sub Consultant Name: Garth Solutions, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$85.00		2.31		\$196.35
Public Outreach Manager	\$65.00		2.31		\$150.15
Outreach Coordinator	\$45.00		2.31		\$103.95
Graphic Designer	\$45.00		2.31		\$103.95

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100%)

FRINGE = HOURLY RATE X FRINGE (10%)

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

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

2.31

Notes:

Consultant has elected to use “Safe Harbor” combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT - B
SALARY COSTS**

Broward County's Medical Examiner's Office and BSO's Crime Lab Combined Facility

RFP No: S2115731P1
 Consultant Name: Leo A. Daly
 Sub Consultant Name: McClaren, Wilson & Lawrie, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Sr. Principal	\$109.00		2.31		\$251.79
Principal	\$104.00		2.31		\$240.24
Sr. Lab Planner	\$50.00		2.31		\$115.50
Lab Planner	\$46.00		2.31		\$106.26
Administrative Assistant	\$28.00		2.31		\$64.68

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100%)

FRINGE = HOURLY RATE X FRINGE (10%)

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

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

2.31

Notes:

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

**EXHIBIT B
SALARY COSTS**

Broward County's Medical Examiner's Office and BSO's Crime Lab Combined Facility

RFP No: S2115731P1
 Consultant Name: Leo A. Daly
 Sub Consultant Name: Miller, Legg and Associates, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$86.00		3.00		\$243.75*
Sr. Engineer	\$58.89		3.00		\$176.67
Project Engineer	\$43.06		3.00		\$129.18
Sr. Surveyor	\$45.50		3.00		\$136.50
Sr. Designer/CADD Technician	\$33.65		3.00		\$100.95
Administrative	\$23.28		3.00		\$69.84
Design/Construction Specialist	\$44.48		3.00		\$133.44
Survey Crew (3 Person)	\$61.95		3.00		\$185.85
Sr. Environmental Scientist	\$49.72		3.00		\$149.16

Multiplier of 3.00** is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (146.19%)

FRINGE = HOURLY RATE X FRINGE (51.33%)

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

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

3.00**

*Negotiated Rate

**Negotiated Multiplier

**EXHIBIT B
SALARY COSTS**

Broward County's Medical Examiner's Office and BSO's Crime Lab Combined Facility

RFP No: S2115731P1
 Consultant Name: Leo A. Daly
 Sub Consultant Name: RADISE International, L.C.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Computer Programmer	\$82.91		3.00		\$248.73
Principal Engineer	\$76.30		3.00		\$228.90
Senior Scientist	\$69.17		3.00		\$207.51
Instrumental Specialist/CEI Senior Bridget Inspector	\$39.29		3.00		\$117.87
Project Manager	\$62.88		3.00		\$188.64
Sr. Engineer	\$52.41		3.00		\$157.23
Project Engineer	\$46.33		3.00		\$138.99
CADD Technician	\$28.61		3.00		\$85.83
Senior Engineering Technician	\$26.16		3.00		\$78.48
Engineering Technician	\$20.60		3.00		\$61.80
Administrative Assistant	\$22.35		3.00		\$67.05

Multiplier of 3.00* is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (157.37%)

FRINGE = HOURLY RATE X FRINGE (40.21%)

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

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

3.00*

*Negotiated Multiplier

**EXHIBIT B
SALARY COSTS**

Broward County’s Medical Examiner’s Office and BSO’s Crime Lab Combined Facility

RFP No: S2115731P1
 Consultant Name: Leo A. Daly
 Sub Consultant Name: James Santiago

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$97.39		2.31		\$224.97
Project Manager	\$75.00		2.31		\$173.25
Senior Technician	\$75.00		2.31		\$173.25

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100%)

FRINGE = HOURLY RATE X FRINGE (10%)

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

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

2.31

Notes:

Consultant has elected to use “Safe Harbor” combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT - B
SALARY COSTS**

Broward County's Medical Examiner's Office and BSO's Crime Lab Combined Facility

RFP No: S2115731P1
 Consultant Name: Leo A. Daly
 Sub Consultant Name: Timothy Haahs & Associates, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
President	\$101.00		2.99		\$301.99
Principal	\$80.00		2.99		\$239.20
Project Manager	\$59.00		2.99		\$176.41
Parking Specialist	\$53.00		2.99		\$158.47
Senior Technician	\$46.00		2.99		\$137.54

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (127.75%)

FRINGE = HOURLY RATE X FRINGE (44.16%)

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

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

2.99

**EXHIBIT B
SALARY COSTS**

Broward County's Medical Examiner's Office and BSO's Crime Lab Combined Facility

RFP No: S2115731P1
 Consultant Name: Leo A. Daly
 Sub Consultant Name: TLC Engineering for Architecture, Inc.

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$84.31		2.93		\$247.03
Project Manager	\$50.78		2.93		\$148.79
Job Captain	\$38.43		2.93		\$112.60
Energy Modeler	\$38.43		2.93		\$112.60
Senior Engineer	\$60.95		2.93		\$178.58
Junior Technician	\$33.58		2.93		\$98.39
Drafter	\$21.09		2.93		\$61.79
Administrative Assistant	\$23.10		2.93		\$67.68

Multiplier of 2.93* is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (133.66%)

FRINGE = HOURLY RATE X FRINGE (50.08%)

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

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

2.93*

*Negotiated Rate

EXHIBIT C
SCHEDULE OF SUBCONSULTANT PARTICIPATION

RFP No: S2115731P1
Project Title: Broward County's Medical Examiner's Office and BSO's Crime Lab Combined Facility

No.	Firm Name	Discipline
1.	Bliss and Nyitray, Inc.	Structural Engineering
2.	CMS-Construction Management Services, Inc.	Cost Estimating
3.	Gartek Engineering Corporation	MEP Engineering
4.	Garth Solutions, Inc.	Public Relations
5.	McClaren, Wilson & Lawrie, Inc.	Laboratory Planning Design
6.	Miller, Legg and Associates, Inc.	Civil Engineering and Land Planning
7.	RADISE International, LC	Geotechnical Engineering
8.	James Santiago	Landscape Architecture
9.	Timothy Haas & Associates, Inc.	Parking Consultant
10.	TLC Engineering for Architecture, Inc.	Sustainability, Telecommunications, Audio Visual Design, Security

**EXHIBIT D
SCHEDULE OF CBE PARTICIPATION**

RFP No: S2115731P1
Project Title: Broward County's Medical Examiner's Office and BSO's Crime Lab Combined Facility

CBE/Firm	CBE Category	Description	Fees	% of Basic Service Fees
Gartek Engineering Corporation	CBE	MEP Engineering	\$40,350.78	22.8%
Garth Solutions, Inc.	CBE	Public Relations	\$45,564.75	1%
RADISE International, LC	CBE	Geotechnical Engineering	\$6,060.12	1%
CMS – Construction Management Services, Inc.	CBE	Cost Estimating	\$10,590.60	0.2%
Total CBE Participation			\$102,566.25	25%

EXHIBIT D-1
LETTERS OF INTENT

[Applicable when agreement has assigned CBE goals]

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.



LETTER OF INTENT

BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: No. S2115731P1

Project Title: Broward County's Medical Examiner's Office and Broward Sheriff's Office Crime Laboratory Facility

Bidder/Offeror Name: LEO A DALY

Address: 1400 Centrepark Blvd Suite 500 City: West Palm Beach State: FL Zip: 33401

Authorized Representative: William A Hanser Phone: 561-688-2111

CBE Firm/Supplier Name: CMS Construction Management Services

Address: 10 Fairway Drive Suite 301 City: Deerfield Beach State: FL Zip: 33441

Authorized Representative: Keith Emery Phone: 954-481-1600

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Cost Estimator	236220		0.2 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Title: President Date: 12/13/18

Bidder/Offeror Authorized Representative

Signature: Title: Vice President Date: 12-13-18

¹ Visit Census.gov and select **NAICS** to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror 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.



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

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: No. S2115731P1

Project Title: Broward County's Medical Examiner's Office and Broward Sheriff's Office Crime Laboratory Facility

Bidder/Offeror Name: LEO A DALY

Address: 1400 Centrepark Blvd Suite 500 City: West Palm Beach State: FL Zip: 33401

Authorized Representative: William A Hanser Phone: 561-688-2111

CBE Firm/Supplier Name: Gartek

Address: 2700 N. 29th Avenue Suite 303 City: Hollywood State: FL Zip: 33441

Authorized Representative: Robert Betancourt Phone: 954-357-6400

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Mechanical Electrical Plumbing Engineering	541330		22.8 %
			%
			%

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

CBE Firm/Supplier Authorized Representative
Signature: [Signature] Title: PRESIDENT Date: 8/30/18

Bidder/Offeror Authorized Representative
Signature: [Signature] Title: V.P. Date: 10/24/18

¹ Visit Census.gov and select **NAICS** to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror 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



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

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: No. S2115731P1

Project Title: Broward County's Medical Examiner's Office and Broward Sheriff's Office Crime Laboratory Facility

Bidder/Offeror Name: Leo A Daly

Address: 1400 Centrepark Blvd Suite 500 City: West Palm Beach State: FL Zip: 33401

Authorized Representative: William A. Hanser Phone: 561-688-2111

CBE Firm/Supplier Name: Garth Solutions, Inc

Address: 7951 Riviera Blvd Suite 411 City: Miramar State: FL Zip: 33023

Authorized Representative: Yvonne Garth Phone: 954-727-3001

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Public Relations	541820		1% %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Title: President / CEO Date: 12/07/2018

Bidder/Offeror Authorized Representative

Signature: Title: Vice President Date: 12/07/2018

¹ Visit Census.gov and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror 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.



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

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: No. S2115731P1

Project Title: Broward County's Medical Examiner's Office and Broward Sheriff's Office Crime Laboratory Facility

Bidder/Offeror Name: LEO A DALY

Address: 1400 Centrepark Blvd Suite 500 City: West Palm Beach State: FL Zip: 33401

Authorized Representative: William A Hanser Phone: 561-688-2111

CBE Firm/Supplier Name: Radise International, LC

Address: 3296 NW 9th Avenue City: Oakland Park State: FL Zip: 33309

Authorized Representative: Panneer Shanmugam Phone: 954-881-3473

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Geotechnical Engineering	541330		1.00 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: Vice President Date: 10/24/18

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: Vice President Date: 10-24-2018

¹ Visit Census.gov and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror 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 E MINIMUM INSURANCE REQUIREMENTS

Revised Insurance Requirements

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

TYPE OF INSURANCE	Limits on Liability		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1,000,000	\$2,000,000
	Personal Injury		
AUTO LIABILITY * <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable *Can be waived if no driving will be done in performance of services	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1,000,000	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY		\$500,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	Each Claim	\$5,000,000	
	Extended Reporting Period	5 years	
<input type="checkbox"/> CYBER LIABILITY	Each Claim	\$	
	Extended Reporting Period		
<input type="checkbox"/> CRIME AND FIDELITY	Extended reporting 2 - years		\$
Description: Broward County is listed as an additional insured on the general liability and automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, professional liability and workers' compensation. REF: A/E Services for Medical Examiner/Crime Lab New Combined Facility			

CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:

Certificate Holder:
Broward County
 115 S Andrews Ave
 Fort Lauderdale, FL 33301

Digitally signed by

 cpc@state@broward.org
 DN:
 cn=cpc@mail@broward.org
 Date: 2017.11.16
 13:22:00 -0500

Risk Management Division