



**PROFESSIONAL CONSULTANT SERVICES FOR AIRPORT STUDIES,
EVALUATIONS AND ASSESSMENT PROJECTS
AGREEMENT RFP # PNC2115981P1_3**

This is an Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and McInerney, Inc., a Florida corporation authorized to transact business in the State of Florida ("Consultant") (collectively referred to as the "Parties").

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

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. 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 Airport means the Fort Lauderdale-Hollywood International Airport (FLL) and North Perry Airport (HWO), located in Broward County, Florida, as described in the Master Plan Update, including such additional property that may be acquired to implement development as described therein.
- 1.2 Aviation Department or BCAD means the Broward County Aviation Department (BCAD), or any successor agency.
- 1.3 Board or Commission means the Board of County Commissioners of Broward County, Florida.
- 1.4 Contract Administrator means the Director of the Broward County Aviation Department, or his or her designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly designated as Contract Administrator in writing by the County Administrator.
- 1.5 County Administrator means the administrative head of the County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.6 County Attorney means the chief legal counsel for County appointed by the Board.
- 1.7 County Business Enterprise ("CBE") means a small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.

1.8 Disadvantaged Business Enterprise ("DBE") means as defined in Title 49 CFR Part 26 or other applicable federal law in connection with a contract which is funded in whole or in part from federal governmental sources as specified in Title 49 CFR Part 26 Sec. 26.3.

1.9 Lump Sum means when the method of compensation is that of "Lump Sum," such phrase means that Consultant shall perform or cause to be performed the described services for total compensation in the stated amount.

1.10 Master Plan Update means the then current Master Plan Update for the Airport, as it may be amended from time to time.

1.11 Maximum Amount Not-To-Exceed means when the method of compensation is that of "Maximum Amount Not-To-Exceed" or "Maximum Not-To-Exceed Amount," such phrase means that Consultant shall perform or cause to be performed all services during the period set forth for total compensation based on actual hours and costs incurred, in the amount of, or less than, the stated amount.

1.12 Notice To Proceed means a written notice to proceed, authorizing the Consultant to commence work under this Agreement, or to proceed with a subsequent phase or task of work under this Agreement. The written Notice to Proceed that authorizes the Consultant to commence work under this Agreement shall be issued by the Contract Administrator. The written Notice(s) to Proceed for subsequent phases or tasks of the Project shall be issued by the Contractor Administrator.

1.13 Project means Professional Consultant Services for Airport Studies, Evaluations and Assessments described in Article 3 and in applicable exhibits to this Agreement.

1.14 Scope of Services means the work and services described in Article 3, and on **Exhibit A** and other applicable exhibits hereto, or in a Work Authorization, as applicable.

1.15 Subconsultant means a firm, partnership, corporation, independent contractor (including 1099 individuals) or combination thereof providing services to the County through the Consultant for all or any portion of the advertised work.

1.16 Work Authorization means a written order issued by the Contract Administrator directing Consultant to perform services and detailing the terms of payment and scope of work.

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. The Project is funded with Airport Enterprise funds. It is anticipated that the Project may be eligible Passenger Facility Charges ("PFC's").

2.2 Award of this Agreement does not guarantee work will be authorized. A failure by the County to authorize work under this Agreement or to issue a Notice to Proceed shall not be deemed a breach of this Agreement.

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

2.4 If the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes, as it may be amended.

ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant's services shall consist of the phases and tasks set forth in **Exhibit A** and any Work Authorization, including all necessary, incidental, and related activities and services. The Parties recognize that additional work may subsequently be identified that falls within the Project due to scheduling or other requirements. If the County determines in its sole and exclusive discretion that such additional work may be included in this Agreement, then subject to negotiation and agreement of the Parties as to the terms thereof, any such additional work shall be reflected in an amendment to this Agreement, or a Work Authorization, as appropriate.

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 County and Consultant acknowledge that **Exhibit A** and any Work Authorizations issued hereunder are for services related to the Project. The County may elect to negotiate for

additional services needed for the Project that are beyond those described in **Exhibit A**. The County may procure said additional services from another vendor or consultant or the County may negotiate with the Consultant for additional scopes of services, compensation, time of performance and other related matters at County's sole option. County shall have the right at any time to immediately terminate any negotiations with Consultant for additional services at no cost to County and procure services from another source. Nothing in these provisions or this Agreement shall in any way be deemed to obligate the County to procure additional services from Consultant. In addition, the County shall have the right, at its sole and exclusive discretion, to terminate any one or more tasks or phases of service described in **Exhibit A**, or in this Agreement, from this Agreement, and to procure services from another source. In such event: (i) Consultant shall be paid for services performed through the date of termination, subject to other applicable provisions hereof; and (ii) any phases or tasks not terminated by such written notice shall continue to be covered by this Agreement and Consultant shall perform the services required by such phases or tasks pursuant to the terms and conditions of this Agreement.

3.4 Codes/Regulations. Consultant, as it relates to the services required to be performed under this Agreement, represents and acknowledges to the County that it and its subconsultants are knowledgeable as to any and all codes, rules and regulations applicable in the jurisdictions in which the Project is located and the funding sources for the Project, including without limitation, County and local ordinances and codes, Florida laws, rules, regulations and grant requirements, and Federal laws, rules, regulations, advisory circulars and grant requirements, including without limitation, PFC requirements, requirements of the Americans with Disabilities Act, and requirements of the Federal Aviation Administration ("FAA"), and the Federal Transportation Security Administration ("TSA") and the Florida Department of Transportation ("FDOT"). In the performance of services under this Agreement, the Consultant and its Subconsultants shall comply with all such laws, codes, rules, regulations, advisory circulars and requirements now in effect and as may be amended or adopted at any time during the term of this Agreement, and shall further take into account in the performance of its services hereunder, all known or publicly announced pending changes to the foregoing. The Consultant and its subconsultants shall provide any and all certifications to the County as to compliance with such laws, codes, rules, regulations, advisory circulars and requirements, as may be required by any governmental body, including FAA, TSA, FDOT and County agencies, or as may be requested by the Aviation Department. The Consultant shall insert all required FAA, TSA and FDOT provisions in its Subconsultant agreements for the Project. Consultant shall review all documents for conflicts between the rules, regulations and codes and provide a summary report of any conflicts and recommend a solution for review and approval by the Contract Administrator. The Consultant will incorporate the provisions of this section without modification into all agreements with its Subconsultants.

3.5 Licensing. Consultant represents that it and its Subconsultants are experienced and fully qualified to perform the services contemplated by this Agreement, and that it and its Subconsultants are properly licensed pursuant to all applicable laws, rules and regulations to perform such services.

3.6 Knowledge and Skills. Consultant represents that it and its Subconsultants have the knowledge and skills, either by training, experience, education, or a combination thereof, to completely and competently perform the duties, obligations, and services to be provided pursuant to this Agreement and to provide and perform such services to County's satisfaction for the agreed compensation.

3.6.1 Consultant shall perform its duties, obligations, and services under this Agreement in a skillful and professional manner, and shall cause its Subconsultants to also perform their duties, obligations and services under this Agreement in a skillful and professional manner.

3.6.2 The quality of Consultant's and its Subconsultants' performance and all interim and final product(s) provided to or on behalf of County shall be comparable to the best local and national standards.

3.6.3 Nothing in this Agreement shall relieve the Consultant of its prime and sole responsibility for the performance of the work under this Agreement. In addition to all other rights and remedies that County may have under this Agreement, Contract Administrator may require the Consultant to correct any deficiencies which result from Consultant's failure to perform in accordance with the above standards.

3.7 In order to avoid a duplication of effort or expense, Consultant agrees to utilize any County-provided information, including but not limited to, plans, specifications, information, data, reports or analyses that may be prepared or generated by other consultants retained by the County that may be required in connection with Consultant's services hereunder, subject to Consultant's independent review and revalidation, if necessary. In addition, County may provide any plans, specifications or any information, obtained or prepared by Consultant, including, but not limited to data, reports or analyses to other consultants retained by the County or to any other party. Consultant shall perform due diligence in connection with the use of such information.

3.8 The County shall have the right, at any time and in its sole discretion, to submit for review to other consultants engaged by the County any or all parts of the work performed by the Consultant, and the Consultant shall cooperate fully in such review.

3.9 Work Authorizations. All services identified in Exhibit A and any Optional Services to be performed under this Agreement shall be authorized through the issuance of Work Authorizations. The issuance of a Work Authorization by the Contract Administrator in substantially the form of **Exhibit E** shall be required before services may begin. Such services may be authorized by the Contract Administrator, in his or her sole discretion, subject to the Maximum-Not-To-Exceed or Lump Sum amounts established for each item (as may be increased pursuant to the provisions hereof) and the maximum amount set forth in the Work Authorization.

3.9.1 Before any service is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with a written proposal for all charges expected to be incurred for such service, which proposal shall be reviewed by the Contract Administrator.

3.9.2 All Work Authorizations shall contain, at a minimum, the following information and requirements:

3.9.2.1 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.

3.9.2.2 A budget establishing the amount of compensation, which amount shall constitute a maximum and shall not be exceeded unless prior written approval of Contract Administrator is obtained. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

3.9.2.2.a Salary costs in effect at the time of negotiation for each Work Authorization shall remain in effect throughout the life of the Work Authorization.

3.9.2.2.b With respect to any Maximum Not-To-Exceed service item, if additional work is required over the amount set forth in the Work Authorization, any additional compensation must be reflected in an amendment to the Work Authorization signed by the Contract Administrator and the Consultant, so long as the maximum amount established pursuant to this Agreement for such item is not exceeded. In the event the County does not approve an increase in the amount, and the need for such action is not the fault of the Consultant, the authorization shall be terminated and Consultant shall be paid in full for all work completed to that point, but, in no case, shall the Maximum-Not-To-Exceed amount be exceeded.

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

3.9.2.4 Any other additional instructions or provisions relating to the work authorized pursuant to this Agreement.

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

3.9.3 At the conclusion of the term of this Agreement, no further Work Authorizations shall be issued. The Consultant shall be required however to complete all services under open Work Authorizations in accordance with the schedule for completion for each then outstanding Work Authorization. Pursuant to the Administrative Code, Section 21.31.g., a Work Authorization shall not extend a contract beyond the contract term without the approval of the Board.

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES FOR DELAY

4.1 The initial term of this Agreement shall be for the period beginning on the date of execution of this Agreement by the Board and ending three (3) years from that date ("Initial Term"). At its option, the County may renew this Agreement for two (2) additional one (1) year periods. The option to renew may be exercised by the County's Director of Purchasing by written notice of renewal to Consultant.

4.2 Consultant shall perform the services described in **Exhibit A** or any Work Authorization within the time periods specified therein. Such time periods shall commence from the date of the Notice to Proceed for such services.

4.3 Time of the Essence. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

Prior to the commencement of any services under this Agreement (including commencing services under a Work Authorization), Consultant must receive a written Notice to Proceed from the Contract Administrator. Thereafter, Consultant must receive a written Notice to Proceed from the Contract Administrator prior to beginning the performance of services for any other phases or tasks under this Agreement. Prior to granting approval for Consultant to proceed to a subsequent phase or task, the Contract Administrator may, at his or her sole option, require Consultant to submit itemized deliverables/documents for the Contract Administrator's review. The Consultant acknowledges and agrees that (1) the Project covered by this Agreement is one of several projects being administered at the Airport; (2) there must be coordination in the scheduling and implementation of all projects being administered at the Airport; and (3) in some circumstances, the commencement of certain phases or tasks associated with one or more of the projects will be tied to the completion of, or the schedules of, one or more phases or tasks of other projects. Accordingly, the Consultant acknowledges and agrees that the Contract Administrator may refuse to issue a Notice to Proceed with any phase or task of the Project or under a Work Authorization described by this Agreement, if such is deemed necessary in the coordination of other projects or in the implementation and scheduling of any other project. The Parties acknowledge that, due to the nature and complexity of the Project, the Project schedule may require revision based upon subsequent circumstances. Therefore, the Project schedule may be revised with the prior written consent of the Contract Administrator. The Contract Administrator retains the final discretion to adjust the Project schedule or not.

In the event Consultant is unable to complete any 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 Consultant fails to complete the phases and tasks of services identified in Exhibit A or identified in any Work Authorization, on or before the applicable time for performance, County shall deduct from monies otherwise due the Consultant the sum that is established in each Work Authorization for each calendar day after the specified time for performance, plus approved time extensions thereof, until completion of the phase or task.

These amounts are not penalties but are liquidated damages to County due to Consultant's inability to proceed with, and complete, the applicable tasks or services 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 or tasks within the applicable time for performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.11, Indemnification of County.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

The total cumulative amount authorized for all Work Authorizations issued under this Agreement to Consultant shall be One Million Three Hundred Seventy Five Thousand Dollars (\$1,375,000.00) for labor and One Hundred Twenty Five Thousand Dollars (\$125,000.00) for reimbursables, for a total maximum not to exceed Agreement amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

The method of compensation to be paid under each individual Work Authorization shall be pursuant to one or a combination of the following:

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 One Million Three Hundred Seventy Five Thousand Dollars (\$1,375,000.00).

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.

For any phase or task that is identified as a Maximum Amount Not-To-Exceed, the Contract Administrator may transfer funds to any other phase or task. Notwithstanding, the receiving item may not be increased by an aggregate amount that is greater than the Director of Aviation's change order authority (as provided in Section 21.73(c) of the Administrative Code) unless Board approval is first obtained.

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 as negotiated in Work Authorization.

5.1.3 Optional Services. County has established an amount of N/A for potential Optional Services identified in Exhibit F which may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County.

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of One Hundred Twenty Five Thousand Dollars (\$125,000.00) for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by County.

5.1.5 If, for services designated as payable on a Maximum Amount Not-To-Exceed basis, 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 The dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, County's obligation to Consultant, but does not constitute a limitation, of any sort, upon Consultant's obligation to incur such expenses in the performance of services hereunder.

5.2 Salary Costs. The maximum billing rates payable by County for each of Consultant's employee categories are shown on Exhibit B and are further described herein. 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, as set forth on Exhibit B. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be the 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 the Consultant within eighteen months preceding the execution date of the Agreement. These rates shall remain in effect for the term of the Agreement except as provided for in Section 5.2.

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 and are provisional, subject to audit of actual costs. If the audit discloses that the actual costs are less than the costs set forth on Exhibit B for the Consultant or any Subconsultant, the Consultant shall reimburse the 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 the 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, 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 the 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 the Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.3 Reimbursables. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement,

Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B 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/DBE 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, Subconsultant and subcontractor 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/DBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 Method of Payment

5.5.1 County shall pay Consultant within thirty (30) calendar days from receipt of Consultant's proper statement, as defined by County's Prompt Payment Ordinance,

ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for Reimbursables.

5.5.2 Upon Consultant's satisfactory completion of any task or phase of the Project or within a Work Authorization, and after the Contract Administrator's review and approval, and following receipt of all applicable deliverables, County shall remit to Consultant the amounts previously withheld. Final payment for the Project must be approved by the Director of the Broward County Purchasing Division.

5.5.3 Notwithstanding any provision of this Agreement to the contrary, the Consultant shall not be entitled to payment of any pay application unless the Contract Administrator is satisfied that the pay application reflects a level of effort and stage of completion of the respective deliverables that is in accordance with the schedules previously agreed to by the Consultant and the Contract Administrator, as set forth in **Exhibit A**, or in a Work Authorization.

5.5.4 Payment will be made to Consultant at:

McInerney, Inc.
1447 NW 129th Terrace
Sunrise, FL 33323
Attention. Accounting Department

5.5.5 Except as otherwise provided in Article 9, Consultant shall pay its Subconsultants and suppliers within fifteen (15) calendar days following receipt of payment from the County for such work or supplies. Consultant agrees that if it withholds an amount as retainage from its Subconsultants or suppliers, that it will release such retainage and pay same within fifteen (15) calendar days following receipt of payment of retained amounts from County.

5.5.6 Consultant agrees that nonpayment of any of its Subconsultants or suppliers as required by this Article shall be a material breach of this Agreement and that County may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to such Subconsultants or suppliers. Consultant agrees that the presence of a "pay when paid" provision in a Subconsultant contract shall not preclude County's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when Consultant demonstrates that failure to pay results from a bona fide dispute with its Subconsultant or supplier.

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 committee which negotiated this Agreement, for resolution. The committee'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. During the pendency of any dispute, Consultant shall promptly perform the disputed services.

6.4 Consultant may, at Contract Administrator's discretion, be authorized to perform the Optional Services delineated in Exhibit F, Optional Services, up to the maximum fee amount established for Optional Services under Article 5 and in Exhibit F. 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 County Attorney's Office with the written description of the work to be undertaken and obtain a written concurrence from the County Attorney's Office that the work proposed to be performed pursuant to the Work Authorization is within the scope of services of this Agreement.

6.4.1 For Optional Services not already included within the scope of Section 5.1.3 and Exhibit F, Work Authorizations for Optional Services shall be processed as follows:

6.4.1.1 The Contract Administrator may execute Optional Services Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00.

6.4.1.2 The Purchasing Director may execute Optional Services Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority.

6.4.1.3 Any Work Authorization above the Purchasing Director's delegated authority must be approved by the Board.

6.5 As provided in Article 9, 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 modified work and shall report such efforts to the Broward County Office of Economic and Small Business Development (OESBD).

ARTICLE 7. COUNTY'S RESPONSIBILITIES

7.1 Consultant may review public records relevant to the Scope of Work and request to review other information pertinent to the Project. County, in making information and documents available to the Consultant, does not certify the accuracy or completeness of such data. Any conclusions or assumptions drawn thereof by Consultant shall be the sole responsibility of the Consultant and subject to verification by Consultant.

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

ARTICLE 8. INSURANCE

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

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

8.2.1 Prior to the entrance into the airside area of the Airport by Consultant, its Subconsultants and/or their employees, the limit of liability for automobile and commercial or comprehensive general liability insurance will be increased to \$5,000,000.00 each occurrence bodily injury and property damage combined single limit.

8.3 Consultant shall provide to County proof of insurance in form of Certificates of Insurance and endorsements evidencing all insurance required by this article within fifteen (15) days of notification of award. County reserves the right to obtain a certified copy of any policies required

by this article upon request. Coverage is not to cease and is to remain in force until final acceptance by County. County shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to County upon expiration.

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

8.5 If Consultant uses a Subconsultant, Consultant shall require Subconsultant to name "Broward County" as an additional insured on any Commercial General Liability and the Business Automobile Liability policies.

ARTICLE 9. EEO AND CBE COMPLIANCE

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

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 provision 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 C (or a CBE firm substituted for a listed firm, if permitted) for Twenty percent (20%) of total Services under this Agreement (the "Commitment").

9.4 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit C 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 C 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 goal stated in this provision. In addition, Consultant shall allow County to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining Consultant's contractual and CBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

ARTICLE 10. MISCELLANEOUS

10.1 Ownership of Documents

10.1.1 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 County within fifteen (15) days of the receipt of the written request from the Contract Administrator or written notice of termination.

10.1.2 If any funding for this Agreement is provided by the Federal Aviation Administration (FAA) or any other federal agency, then all rights to inventions and materials generated under this contract are subject to regulations issued by the FAA or any such other federal agency, and the sponsor of any grant under which this contract is executed. Information regarding these rights is available from the FAA and the sponsor.

10.1.3 Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by the Consultant and its Subconsultant, the costs of which have been reimbursed to the Consultant as a direct cost, shall be turned over to the County at completion or earlier termination of this Agreement, or disposed of as directed by the Contract Administrator, and the proceeds of any such disposal shall be credited to, or paid to, the County.

10.1.4 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 and any Work Authorization issued hereunder, or any part thereof, may also be terminated for convenience by County. Termination for convenience by County 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 the County representative (including his or her successor) who entered in this Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. If the County erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

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. The 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 County:

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

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

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

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

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

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

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

10.3 Suspension. County shall have the right to suspend the work and services of Consultant. The suspension will be by written notice to Consultant from the Contract Administrator. Consultant shall, upon receipt of written notice from the Contract Administrator, remove all equipment and personnel from the work area, or as otherwise directed in the written notice. Consultant will return to the work and continue the performance services under this Agreement upon receipt of a written Notice to Proceed from the Contract Administrator.

10.4 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 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 CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7290, DocumentControl@broward.org, 115 S. ANDREWS AVE., SUITE 336-U, FORT LAUDERDALE, FLORIDA 33301.

10.5 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this

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

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 the Consultant's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

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.

10.6 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the

foregoing, Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Consultant under this Agreement. Consultant represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Consultant all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

10.7 No Contingent 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 the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, or to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.8 Subconsultants

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

10.8.2 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. Broward County Risk Management Division, after taking into consideration the services to be provided by each of its Subconsultants, will determine coverage necessary to protect the County's interests. Consultant shall require the proper licensing of each of its Subconsultants and shall provide the insurance coverages as finally determined in the sole discretion of the Risk Management Division.

10.8.3 If any of the services outlined in this Agreement are furnished by Consultant by obtaining the services of Subconsultants, Consultant, upon request shall provide County with proposals and contracts between the Subconsultants and Consultant outlining the services to be performed and the charges for same, together with any other documentation required by County.

10.9 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the Board. Consultant shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.8. 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.

10.10 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.

10.11 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 intentional wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

10.12 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.

10.13 No Conflicts

10.13.1 The employees and officers of Consultant, its Subconsultants, and the subsidiaries of Consultant and its Subconsultants shall not, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she or Consultant is not a party, unless compelled by court

process. Further, Consultant agrees that 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 or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

10.13.2 Consultant, its Subconsultants, and the subsidiaries, officers, and personnel of Consultant and its Subconsultants shall not acquire any interest in any parcel of land or improvement thereon located within the Airport boundaries, as described in the Master Plan Update, including such additional property that may need to be acquired to implement the development described in the Master Plan Update.

10.13.3 Consultant, its Subconsultants, and the subsidiaries, officers and personnel of Consultant and its Subconsultants shall not perform consulting work or provide legal services that would in any way be in conflict with the Project or detrimental to the Project, or for any municipality, developer, tenant or landowner developing or having property within the Airport boundaries, as described in the Master Plan Update, including such additional property that may need to be acquired to implement the development described in the Master Plan Update. At least ten (10) calendar days prior to undertaking any such work, the Consultant shall provide the Contract Administrator with a written description of the contemplated work and the Contract Administrator shall promptly advise as to whether such work would be detrimental to the Project or in conflict therewith.

10.13.4 Consultant, its Subconsultants, and the subsidiaries, officers, and personnel of Consultant and its Subconsultants shall not have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with such party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

10.13.5 Consultant agrees to require its Subconsultants, by written contract, to comply with the provisions of this Section.

10.14 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.

10.15 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. The Parties designate the following as the respective places for giving of notice:

FOR COUNTY:

**Airport Development, Contract Administrator
Broward County Aviation Department
4101 Ravenswood Road, Suite 219
Fort Lauderdale, Florida 33312**

FOR CONSULTANT:

**Brian ,McInerney, President
McInerney, Inc.
1447 NW 129th Terrace
Sunrise, FL 33323**

10.16 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, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

10.17 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.

10.18 Consultant's Staff. Consultant will provide the key and core staff identified on **Exhibit B-1** for the Project as long as said key and core staff are in Consultant's employment. Prior to changing any key staff set forth on **Exhibit B-1**, Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. The Contract Administrator will be reasonable in evaluating the qualifications of any proposed key staff. The key employees will not be changed, removed, or replaced by the Consultant without the prior written approval of the Contract Administrator. The Consultant must provide written notice to the Contract Administrator of core staff changes, and provide the qualifications of any substituted core staff prior to any said substituted staff performing services on the Project. If

Contract Administrator desires to request removal of any of Consultant's staff, the Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal.

10.19 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 Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by Consultant shall serve as Consultant's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code and will continue to maintain same during the term of this Agreement.

10.20 Independent Contractor; No Joint Relationship. 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.

10.21 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.

10.22 Incorporation by Reference. The referenced Exhibits and Attachments are incorporated into and made a part of this Agreement.

10.23 Materiality and Waiver of Breach. County and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is 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.

10.24 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.

10.25 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.

10.26 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.

10.27 Joint Preparation. The Parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than another.

10.28 Payable Interest

10.28.1 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.

10.28.2 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).

10.29 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. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY 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.**

10.30 Re-Use of Project. County may, at its option, and if applicable to the service or deliverable provided, re-use (in whole or in part) the resulting end-product or deliverables resulting from

Consultant's professional services (including, but not limited to, reports, studies, analyses, surveys, or other documents and services as described herein and in **Exhibit A**, Scope of Services or a Work Authorization); and Consultant agrees to such re-use in accordance with this provision. If County elects to re-use the services, reports, studies, analyses, surveys, or other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will not be liable for any such re-use. The terms and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed by the Parties in writing.

10.31 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.

10.32 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.

Domestic Partnership Requirement. Consultant certifies and represents that it will comply with County's Domestic Partnership Act (Section 16½-157, Broward County Code of Ordinances, as amended) during the entire term of the Agreement. The failure of Consultant to comply shall be a material breach of the 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 the Agreement; and (3) suspension or debarment of Consultant from doing business with County.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County, Florida 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 authorized representative, duly authorized to execute same.

ATTEST:

BROWARD COUNTY:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

Mayor or Vice-Mayor Date

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Danja Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

[Handwritten Signature]

Senior Assistant County Attorney Date
Alexander J. Williams, Jr., Esq.

CORPORATE SECRETARY ATTEST:
(Affix Corporate Seal or 2 Witnesses below)

Consultant:

[Handwritten Signature] 05/9/2019

Witness Date

[Handwritten Signature]

Name of Consultant

[Handwritten Signature]

Print Name

[Handwritten Signature] President

Print Name and Title of Signer

[Handwritten Signature] 05/9/2019

Witness Date

[Handwritten Signature] 5-9-2019

Signature Date

[Handwritten Signature] 05/9/2019

Print Name

EXHIBIT A
SCOPE OF SERVICES/PHASES/TASKS

SCOPE OF SERVICES

Professional Consultant Services for Airport Studies, Evaluations, and Assessments Projects

1. Broward County is seeking up to three Consultants to provide professional engineering/architectural services, including:
 - a. Studies
 - b. Assessments
 - c. Evaluations
 - d. Reports
 - e. Planning
 - f. Programming
 - g. Modeling
 - h. Appraisal
 - i. Surveying
 - j. Cost estimating and scheduling services

2. The Consultant's work will include all professional services necessary to perform the following:
 - a. Site investigation
 - b. Geotechnical engineering
 - c. Utilities
 - d. Topographical and boundary surveying
 - e. Civil and pavement engineering
 - f. Transportation traffic engineering
 - g. Structural engineering
 - h. Environmental engineering
 - i. Mechanical engineering
 - j. Electrical engineering
 - k. Plumbing, hydraulic
 - l. Fire protection
 - m. Airport fueling system assessment
 - n. Telecommunications
 - o. Data engineering
 - p. Technology evaluations
 - q. Cycle studies
 - r. Pre-design engineering and architectural services.
 - s. Concept design studies
 - t. Post construction services
 - u. Plans and technical specifications review
 - v. Inspections

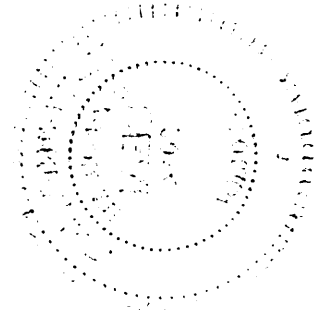


EXHIBIT A
SCOPE OF SERVICES/PHASES/TASKS

SCOPE OF SERVICES

Professional Consultant Services for Airport Studies, Evaluations, and Assessments Projects

1. Broward County is seeking up to three Consultants to provide professional engineering/architectural services, including:
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 - b. Assessments
 - c. Evaluations
 - d. Reports
 - e. Planning
 - f. Programming
 - g. Modeling
 - h. Appraisal
 - i. Surveying
 - j. Cost estimating and scheduling services

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 - a. Site investigation
 - b. Geotechnical engineering
 - c. Utilities
 - d. Topographical and boundary surveying
 - e. Civil and pavement engineering
 - f. Transportation traffic engineering
 - g. Structural engineering
 - h. Environmental engineering
 - i. Mechanical engineering
 - j. Electrical engineering
 - k. Plumbing, hydraulic
 - l. Fire protection
 - m. Airport fueling system assessment
 - n. Telecommunications
 - o. Data engineering
 - p. Technology evaluations
 - q. Cycle studies
 - r. Pre-design engineering and architectural services.
 - s. Concept design studies
 - t. Post construction services
 - u. Plans and technical specifications review
 - v. Inspections



3. The projects that will be performed by the Consultant may be the following:
 - a. FLL and HWO Utilities Master Plans and modeling studies
 - b. Pavement evaluations: airside and landside
 - c. Structural evaluations and studies
 - d. Part 77 surveys, boundary and topographic surveys
 - e. FLL and HWO wildlife studies
 - f. Studies (after emergency response)
 - g. Civil and environmental engineering or any other incidental services needed to implement the scope of services
 - h. Studies and evaluations in all engineering disciplines required at FLL and HWO

4. The work locations will be landside, airside, and terminal areas at the Fort Lauderdale-Hollywood International Airport (FLL) and North Perry Airport (HWO).

EXHIBIT B
SALARY COSTS/MAXIMUM BILLING RATES

Project No:

Project Title:

Consultant/Subconsultant Name:

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			(X.XX)		(X.XX)
Principal	\$0.00		(X.XX)		\$0.00
Project Manager	\$0.00		(X.XX)		\$0.00
Job Captain	\$0.00		(X.XX)		\$0.00
Senior Technician	\$0.00		(X.XX)		\$0.00
Junior Technician	\$0.00		(X.XX)		\$0.00
Drafter	\$0.00		(X.XX)		\$0.00
Secretary	\$0.00		(X.XX)		\$0.00
Clerk	\$0.00		(X.XX)		\$0.00
Senior Engineer	\$0.00		(X.XX)		\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (X.XX)%

FRINGE = HOURLY RATE X FRINGE (X.XX) %

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

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

[Add if applicable:]

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
MAXIMUM BILLING RATES

Project No: PNC2115981P1

Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessment Projects

Consultant: McInerney, Inc.

Subconsultant Name: Calvin Giordano & Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.31		
Senior Registered Surveyor	\$92.00		2.31		\$212.52
Survey Coordinator	\$40.50		2.31		\$93.56
CADD Technician	\$31.25		2.31		\$72.19
2 Man - Survey Crew	\$53.25		2.31		\$123.01
3 Man - Survey Crew	\$71.00		2.31		\$164.01

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

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
MAXIMUM BILLING RATES

Project No: PNC2115981P1
 Project Title: Professional Consultant Services for Airport Studies, Evaluations
 Assessment Projects
 Consultant: McInerney, Inc.
 Subconsultant Name: Civil Works, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER 3.00	=	MAXIMUM BILLING RATE (\$/HR)
Chief Engineer	\$78.79		3.00		\$236.37
Senior Engineer	\$74.63		3.00		\$223.89
Project Engineer	\$47.59		3.00		\$142.77
Engineer Intern	\$38.40		3.00		\$115.20
Senior CADD Technician	\$27.04		3.00		\$81.12
CADD Technician	\$21.63		3.00		\$64.89
Administrative Assistance	\$20.55		3.00		\$61.65

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (277.22)%

FRINGE = HOURLY RATE X FRINGE (.034)%

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE
 (20+55.444+.0068+7.58) / \$20 = \$83.00/\$20 = 4.15

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2115981P1
 Project Title: Professional Consultant Services for Airport Studies, Evaluations
 Assessment Projects
 Consultant: McInerney, Inc.
 Subconsultant Name: John Davenport Engineering, Incorporated

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Associate/Director	\$79.00		3.00		\$237.00
Senior Environmental Scientist IV	\$64.00		3.00		\$192.00
Senior Environmental Scientist III	\$54.00		3.00		\$162.00
Project Engineer II	\$52.00		3.00		\$156.00
Environmental Scientist II	\$43.00		3.00		\$129.00
Environmental Scientist I	\$34.00		3.00		\$102.00
Engineering Technician	\$34.00		3.00		\$102.00

Multipler of 3.00 is calculated as follows:
 OVERHEAD = HOURLY RATE X OVERHEAD (137.51)%
 FRINGE = HOURLY RATE X FRINGE (49.00)%
 OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (4.9)%
 MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE (3.00)

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: PNC2115981P1
Project Title: Professional Consultant Services for Airport Studies, Evaluations Assessment Projects
Consultant Name: McInerney, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Admin Assistant	\$31.00		2.31		\$71.61
Designer	\$45.00		2.31		\$103.95
Engineer 1	\$38.00		2.31		\$87.78
Engineer 2	\$42.50		2.31		\$98.18
Engineer 3	\$55.00		2.31		\$127.05
Engineer 4	\$67.00		2.31		\$154.77
Engineer 5	\$84.00		2.31		\$194.04

Multiplier of 2.31 is calculated as follows:
OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%
FRINGE = HOURLY RATE X FRINGE (10.00)%
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%
MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

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
MAXIMUM BILLING RATES**

Project No: PNC2115981P1
 Project Title: Professional Consultant Services for Airport Studies, Evaluations
 Assessment Projects
 Consultant: McInerney, Inc.
 Subconsultant Name: Passero Associates, L.L.C.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$85.91		2.91		\$250.00
Senior Project Manager	\$82.00		2.91		\$238.62
Project Manager	\$72.00		2.91		\$209.52
Senior Engineer	\$68.00		2.91		\$197.88
Engineer II	\$55.00		2.91		\$160.05
Engineer I	\$39.00		2.91		\$113.49
Senior Architect	\$68.00		2.91		\$197.88
Architect II	\$55.00		2.91		\$160.05
Architect I	\$39.00		2.91		\$113.49
Senior Planner	\$62.00		2.91		\$180.42
Planner II	\$47.00		2.91		\$136.77
Planner I	\$37.00		2.91		\$107.67
Civil Designer III	\$52.00		2.91		\$151.32
Civil Designer II	\$42.00		2.91		\$122.22
Civil Designer I	\$35.00		2.91		\$101.85
Administrative Asst.	\$32.00		2.91		\$93.12

Multplier of 2.91 is calculated as follows:
 OVERHEAD = HOURLY RATE X OVERHEAD (111.94)%
 FRINGE = HOURLY RATE X FRINGE (52.58)%
 OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%
 MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

EXHIBIT B
MAXIMUM BILLING RATES

Project No: PNC2115981P1
 Project Title: Professional Consultant Services for Airport Studies, Evaluations
 Assessment Projects
 Consultant: McInerney, Inc.
 Subconsultant Name: Professional Service Industries, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
Chief Engineer	\$80.00		2.84		\$227.20
Senior Engineer	\$68.50		2.84		\$194.54
CADD Operator	\$35.00		2.84		\$99.40
Administrative Assistant	\$22.00		2.84		\$62.48
Project Manager	\$60.00		2.84		\$170.40
Deputy Project Manager	\$50.10		2.84		\$142.28
Assistant Project Manager	\$42.00		2.84		\$119.28
Driller II	\$40.00		2.84		\$113.60
Driller I	\$35.00		2.84		\$99.40
Technician III	\$48.00		2.84		\$136.32
Technician II	\$38.00		2.84		\$107.92
Technician	\$28.00		2.84		\$79.52

Multiplier of X.XX is calculated as follows:
 OVERHEAD = HOURLY RATE X OVERHEAD (116.66)%
 FRINGE = HOURLY RATE X FRINGE (41.65)%
 OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%
 MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE
 2.84

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

MAXIMUM BILLING RATES

Project No: PNC211591P1
Project Title: Professional Consultant Services or Airport Studies, Evaluations and Assessment

Consultant: McInerney, Inc.
Subconsultant Name: SDM Consulting Engineers, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	106.25		2.31		245.44
Senior Engineer	77.38		2.31		178.75
Staff Engineer	66.85		2.31		154.42
Administrative Assistant	50.26		2.31		116.10

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

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-1
KEY STAFF

	POSITION	NAME
1	McInerney, Inc. - Engineer V	Brian McInerney, P.E.
2	Passero Associates - Senior Project Manager	Bradley J. Wentz, PE.
3	SDM Consulting Engineers, Inc. - Principal	Ernesto Aloma, PE
4	Professional Service Industries, Inc. - Project Manager	Mauricio Rodriguez
5	Passero Associates - Senior Project Manager	Linda Bell, PE.
6	Calvin Giordano & Associates, Inc. - Senior Registered Surveyor	Steven Watts, PSM
7	John Davenport Engineering, Inc. - Environmental Scientist IV	Zachary Bush, PWS, LEED AP.

*Key staff job descriptions are attached in the SOW.

EXHIBIT C
SCHEDULE OF SUBCONSULTANTS

No.	Firm Name	Prime/Sub	Participation
1	McInerney, Inc.	Prime	20%
	Total Participation		20%

**EXHIBIT C-1
LETTERS OF INTENT**

For all other subcontractors or suppliers, if Vendor withholds an amount as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from County.

4. Vendor understands that the County will monitor compliance with the CBE requirements. Vendor must report monthly on its CBE participation commitment with its pay requests and is required as a condition of payment.

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

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

Solicitation Number: PNC2115981P1

Project Title: Professional Consultant Services for Airport Studies, Evaluations and Assessment

Bidder/Offeror Name: McInerney, Inc.

Address: 1447 NW 129th Terrace **City:** Sunrise **State:** FL **Zip:** 33323

Authorized Representative: Brian McInerney Phone: 9542819393

CBE Subcontractor/Supplier Name: McInerney, Inc.

Address: 1447 NW 129th Terrace **City:** Sunrise **State:** FL **Zip:** 33323

Authorized Representative: Brian McInerney Phone: 9542819393

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

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Civil Engineering	541330		20.00

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

CBE Subcontractor/Supplier Authorized Representative

Brian McInerney
(Signature)

President
(Title)

8/10/2018
(Date)

Bidder/Offeror Authorized Representative

Letters of Intent - McInerney Inc.htm[6/21/2018 1:13:26 PM]

Brian McInerney
(Signature)

President
(Title)

6/10/2018
(Date)

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

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

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

**APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO BUSINESS OPPORTUNITY ACT OF 2012, Sec. 1-81.5(e)**

If applicable, this form and supporting documentation should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor should scan and upload the supporting documentation in BldSync.

SOLCITATION NO.: PNC2115981P1 PROJECT NAME: Professional Consultant Services for Airport Studies, Evaluations and Assessment

PRIME CONTRACTOR

ADDRESS

TELEPHONE

The undersigned representative of the prime contractor represents that his/her firm has contacted County Business Enterprise (CBE) certified firms in a good faith effort to meet the CBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of the Business Opportunity Act of 2012 (the Act), the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under Section 1-81.5(e) of the Act.

The prime contractor understands that a determination of good faith effort to meet the CBE contract participation goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Section 1-81.5(e) of the CBE Act, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, and is not subject to appeal.

SIGNATURE: Brian P McInerney

PRINT NAME / TITLE: President

DATE: 6/10/2018

EXHIBIT C-2
CERTIFICATION OF PAYMENTS TO SUBCONSULTANTS AND SUPPLIERS

Contract No. _____

Project Title _____

The undersigned Consultant hereby swears under penalty of perjury that:

1. Consultant has paid all subconsultants and suppliers all undisputed contract obligations for labor, services, or materials provided on this project through _____, 20__.
2. The following subconsultants and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

<u>Subconsultant/Supplier name and address</u>	<u>Date of disputed invoice</u>	<u>Amount in dispute</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____, 20__

Consultant

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____

COUNTY OF _____

Acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires:

(Serial number, if any)

EXHIBIT C-3
CBE MONTHLY UTILIZATION REPORT



**COUNTY BUSINESS ENTERPRISE (CBE)
MONTHLY UTILIZATION REPORT**

Report No. _____
CBE Commitment _____%

Contract #: _____ Contract Amount: _____ Amt. Paid to Prime: _____
 Project Description: _____ Project Completion Date: _____ Period Ending Date: _____
 Prime Contractor: _____ Contact Person: _____
 Email: _____ Phone: _____ Fax: _____

SUBCONTRACTING INFORMATION

CBE Firm(s)	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid to Date
Total Amount Paid to CBE Firm(s) to Date:							\$ 0.00

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

Signature: _____ Title: _____ Date: _____

Note: This completed form must be submitted to the Project Manager.
 The information provided herein is subject to verification by the Office of Economic and Small Business Development.

Rev.: June 2018
 Compliance Form No. 005

EXHIBIT C-4
CBE FINAL UTILIZATION REPORT



**COUNTY BUSINESS ENTERPRISE (CBE)
FINAL MONTHLY UTILIZATION REPORT**

Report No. _____
CBE Commitment _____%

Contract #: _____ Contract Amount: _____ Amt. Paid to Prime: _____
 Project Description: _____ Project Completion Date: _____ Period Ending Date: _____
 Prime Contractor: _____ Contact Person: _____
 Email: _____ Phone: _____ Fax: _____

SUBCONTRACTING INFORMATION

CBE Firm(s)	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed to Date	Amount Paid This Period	Amount Paid to Date	
Total Amount Paid to CBE Firm(s) to Date:							\$ 0.00	

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

Signature: _____ Title: _____ Date: _____

Note: This completed form must be submitted to the Project Manager. The information provided herein is subject to verification by the Office of Economic and Small Business Development.

Rev.: June 2018

Compliance Form No. 003

EXHIBIT D INSURANCE REQUIREMENTS

Insurance Requirements for Professional Consultant Services for Professional Consultant Services for Airport Studies
The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard Contractor shall maintain in force for 5 years after completion of all work required coverage for Products/Completed Ops, including Broad Form Property Damage <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Mobile equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$2 mil non airside	\$2 mil non airside
		\$2 mil airside	\$5 mil airside
	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	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1 mil non airside	
<input type="checkbox"/> POLLUTION & ENVIRONMENTAL LIABILITY If applicable	Max Ded \$50k	\$2 mil	\$2 mil If applicable
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY		
		\$1 mil (each accident)	\$1 mil MIN
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	Max. Ded. \$10k	\$1 mil	\$2 mil
<input type="checkbox"/> PROPERTY COVERAGE / ALL RISK	Max. Ded.		Agreed value Replacement Cost
<input type="checkbox"/> PROPERTY COVERAGE, BUILDERS OR INSTALLATION FLOATER. Subject to waiver based on type and nature of project. If project greater than \$50k – installation floater required for replacement of material, equipment, installation. All risk, agreed value. If applicable	Maximum Deductible	\$ 10K	Replacement value
	Each Claim	Vendor Responsible for Deductible	If applicable
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County. MUST LIST ALL DEDUCTIBLES, NON PERMITTED ABOVE \$50,000.00 UNLESS OTHER REQUIREMENTS ARE SPECIFIED OR AGREED TO IN WRITING. NO SIR'S UNLESS AGREED TO IN WRITING BY BROWARD COUNTY			
Description of Operations/Locations/Vehicles: Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show B.C. as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RLI,RFP, and project manager on COI.			

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act

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

Name & Address of Certificate Holder
 Broward County
 2200 Southwest 45th Street, Suite 101
 Dania Beach, Florida 33312 (RE: CIP, BCAD)

Tracy
 Tracy Meyer, Esq.
 Aviation Department
 Risk Insurance and Contracts Manager

Digitally signed by Tracy Meyer
 DN: cn=Tracy Meyer, o=bcad, ou=risk, email=tmeyer@broward.org, c=US
 Date: 2017.05.05 08:21:38 -0400

EXHIBIT E

Work Authorization No. _____, RLI/RFP No. _____

Consultant:
Project No.:
Project Title:
RLI/RFP Title:
Facility Name:

This Work Authorization (WA) is issued pursuant to the Agreement between Broward County and _____, for Consultant Services in Broward County, which was approved by the Board of County Commissioners on _____. Except as provided for herein, nothing contained in this Work Authorization shall alter, modify or change in any way the terms and conditions of the Agreement with the County. This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Payment for such services shall be in accordance with the Agreement.

The time period for this Work Authorization shall consist of _____ () calendar days. This Work Authorization shall not extend beyond the Agreement term without the approval of the Board of County Commissioners, unless expressly provided for in the Agreement

In consideration of the County's issuance of, payment under and the grant of _____ days for completion of the Work in this Work Authorization, Consultant waives and releases any and all claims associated with the performance of the Work described in this Work Authorization. This Work Authorization constitutes full accord and satisfaction of all claims for time and compensation associated with the Work authorized by this Work Authorization for events actions occurring prior to execution of this Work Authorization.

Budget _____ Requisition Number _____ Aviation Department Division _____

Fee Determination: Payment for services under this WA shall be as follows:

<u>Description</u>	<u>Lump Sum</u>	<u>Maximum Amount Not-to-Exceed</u>	<u>Total</u>
Professional Services			
Reimbursable			
<u>Total</u>			

County

Broward County

Recommended by:

Project Manager Date

Contract Administrator Date

Consultant

Attest:

By:

Secretary Date
Corporate Seal

 President Vice President Date

EXHIBIT F
OPTIONAL SERVICES
Including both labor and expenses

NOT APPLICABLE

ATTACHMENT I
NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

I. **Federal Fair Labor Standards Act (Federal Minimum Wage)**. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

II. **Occupational Safety and Health Act of 1970**. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

III. **Civil Rights - General**. Consultant shall comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

IV. **Nondiscrimination - 49 C.F.R. Parts 23 and 26**. Neither party to this Agreement shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

V. **Title VI List of Pertinent Nondiscrimination Acts and Authorities**. During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest, agrees as follows:

1. ***Compliance with Regulations:*** Consultant (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** ("Nondiscrimination Acts and Authorities"), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, and which include, but are not limited to, the following:

a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended

(prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

2. *Non-discrimination:* Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each

potential subcontractor or supplier will be notified by Consultant of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. *Information and Reports:* Consultant will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of Consultant's noncompliance with the Nondiscrimination provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until Consultant complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. *Incorporation of Provisions:* Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

VI. Nondiscrimination - 14 CFR Part 152 Requirements. During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest, agrees as follows:

1. Consultant agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. Consultant agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Consultant agrees that it will require its covered sub organizations to provide assurances to Consultant that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations as required by 14 CFR Part 152, Subpart E, to the same effect.

2. Consultant agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Consultant agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Consultant agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub organizations, as required by 14 CFR Part 152, Subpart E.

3. If required by 14 CFR Part 152, Consultant shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Consultant shall similarly require each of its covered sub organizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

4. If Consultant is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Consultant shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Consultant shall similarly require such affirmative action steps of any of its covered sub organizations, as required under Part 152.

5. Consultant shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Consultant shall require its covered sub organizations to keep similar records as applicable.

6. Consultant shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Consultant shall cause each of its covered sub organizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Consultant who shall, in turn, submit same to the County for transmittal to the FAA.

ATTACHMENT II

PROVISIONS PERTAINING TO AIRPORT PROJECTS ALL CONSULTANTS/CONTRACTOR AGREEMENTS:

1. SECURITY

Airport Security Program and Aviation Regulations.

Consultant shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Consultant shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be reasonably prescribed by County, including any regulations pertaining to emergency training, and shall take such steps as may be necessary or directed by County to ensure that subconsultants/subcontractors, employees, invitees, and guests of Consultant observe these requirements. If required by the Aviation Department, Consultant shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant, its subconsultants/subcontractors, employees, invitees, or guests, County incurs any fines and/or penalties imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including, but not limited to, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Consultant shall pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant fails to remedy any such deficiency, County may do so at the sole cost and expense of Consultant. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Access to Security Identification Display Areas and Identification Media. Consultant shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees including those who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Consultant shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Consultant's personnel transferred from the Airport, or terminated from the employ of Consultant, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Consultant shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Consultant shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to

require Consultant to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the AOA: Before Consultant shall permit any employee of Consultant or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Consultant shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Consultant or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection: Consultant's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Consultant and its subconsultant/subcontractors shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, persons not executing such consent-to-search/inspection form shall not be employed by Consultant or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Consultant or by any subconsultant/subcontractor.

(d) If any of Consultant's employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions of this Exhibit shall survive the expiration or any other termination of this Agreement.

2. **PROHIBITED INTERESTS**

If this Agreement is funded by any federal or state grants, then, in that event, no member, officer, or employee of County during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Consultant/contractor agrees to insert the foregoing sentence in any agreements between consultant/contractor or subconsultants/subcontractors engaged to provide services pursuant to this Agreement.

If any such present or former member, officer, or employee has such an interest and if such interest as set forth above is immediately disclosed to the County, the County with prior approval of the funding agency, may waive the prohibition contained in this subsection; provided that any such present member, officer, or employee shall not participate in any action by the County relating to such Agreement.

3. **RECORDS**

Consultant/contractor shall keep such books, records and accounts and require any and all consultants/contractors or subconsultants/subcontractors to keep such books, records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the Project and any expenses for which consultant/contractor expects to be reimbursed. In addition, to the above, the consultant/contractor shall maintain an acceptable cost accounting system. All work, materials, payrolls, books, accounts, documents, and records relative to the Project, or directly pertinent to the specific contract for the purposes of making an audit, examination, excerpt or transcription shall be available at all reasonable times for examination and audit by County, and in the event such Agreement is subject to federal or state funding or grants, by the Federal Aviation Administration, the Comptroller General of the United States, the Florida Department of Transportation, or any of their duly authorized representatives. Such books, records and accounts shall be kept for the "Retention Period" (as hereinafter defined). Incomplete or incorrect entries in such books, records or accounts shall be grounds for County's disallowance of any fees or expenses based upon such entries. All books, records and accounts which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by consultant/contractor in accordance with such statutes. The "Retention Period" shall be defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or (ii) for a period of three (3) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the books and records shall be retained until resolution of the audit findings, or (iii) if this Project is subject to Florida Department of Transportation grants, for a period of five (5) years after final payment and the completion of all work to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the five years, the books and records shall be retained until resolution of the audit findings.

4. **PROTECTION OF RECORDS**

Consultant/contractor shall protect from harm and damage all data, drawings, specifications, designs, models, photographs, reports, surveys and other data created or provided in connection with this Agreement (collectively, "County Property"), while such data and materials are in consultant's/contractor's possession. Such duty may include, but is not limited to, making back-up copies of all data stored by electronic device on any media, taking reasonable actions to prevent damage by impending flood or storm (including, but not limited to, removing the County Property to a safe location), and establishing and enforcing such security measures as are reasonably available, considering the customary practice within consultant's/contractor's trade or profession. If requested by County, consultant/contractor shall furnish to County copies of any and all disks containing drawings and other pertinent data prepared by consultant/ contractor in conjunction with this Agreement.

5. **BREACH OF CONTRACT TERMS - SANCTIONS**

Any violation or breach of the terms of this contract on the part of the consultant/ contractor or subconsultant/subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the Parties of this agreement.

6. **RIGHT TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the County. Information regarding these rights is available from the FAA and the County.

7. **TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS**

The consultant/contractor or subconsultant/subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); and
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a consultant/ contractor or subconsultant/subcontractor who is unable to certify to the above. If the consultant/contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the County cancellation of the contract at no cost to the Government.

Further, the consultant/contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The consultant/ contractor may rely on the certification of a prospective subconsultant/subcontractor unless it has knowledge that the certification is erroneous.

The consultant/contractor shall provide immediate written notice to the County if the consultant/contractor learns that its certification or that of a subconsultant/ subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant/subcontractor agrees to provide written notice to the consultant/contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the consultant/ contractor or subconsultant/subcontractor knowingly rendered an erroneous certification, the Federal Aviation administration may direct through the County cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant/contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

8. TERMINATION OF CONTRACT (ALL CONTRACTS IN EXCESS OF \$10,000)

- a. The County may, by written notice, terminate this contract in whole or in part at any time, either for the County's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in process, delivered to the County.

- b. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the consultant's/contractor's obligations, the County may take over the work and prosecute the same to completion by contract or otherwise. In such case, the consultant/ contractor shall be liable to the County for any additional cost occasioned to the County thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the consultant/contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the contract price shall be made as provided in paragraph b of this clause.
- e. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

9. **SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER \$25,000 (AND FOR ALL CONTRACTS FOR AUDITING SERVICES REGARDLESS OF THE AMOUNT)**

The bidder/offeror/consultant/contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/consultant/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

10. **RESTRICTIONS ON LOBBYING**

The bidder/offeror/consultant/contractor agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the bidder/offeror/consultant/ contractor, to any person for influencing or attempting to influence any officer or employees of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the bidder/offeror/consultant/contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Consultant/contractor agrees to insert the foregoing provisions in any agreements between consultant/contractor or subconsultants/subcontractors engaged to provide services pursuant to this Agreement and all bidders/offerors/consultants/contractors and subconsultants/subcontractors shall certify and disclose accordingly.

11. PROMPT PAYMENT - FOR FEDERALLY ASSISTED CONTRACTS

If this Agreement is funded by any federal grants, then consultant/contractor hereby agrees to pay its subconsultants/subcontractors and suppliers within thirty (30) business days following receipt of payment from the County. Consultant/contractor further agrees, if consultant/contractor has withheld retainage from its subconsultants/subcontractors, to release such retainage and pay same within thirty (30) calendar days following receipt of payment of retained amounts from the County, or within thirty (30) calendar days after a subconsultant/subcontractor has satisfactorily completed its work, whichever shall first occur. This clause applies to both DBE and non-DBE subconsultant/subcontractors.

A finding of non-payment is a material breach of this contract. County may, at its option, increase allowable retainage or withhold progress payments unless and until the consultant/contractor demonstrates timely payments of sums due subconsultant/subcontractor. The presence of a "pay when paid" provision in a contract shall not preclude County inquiry into allegations of non-payment. Further that the remedies above shall not be employed when the consultant/contractor demonstrates that failure to pay results from a bonafide dispute with its subconsultant/subcontractor or supplier. The consultant/contractor shall incorporate this provision into all subcontracts involving federally assisted contracts.

The Assistant Disadvantaged Business Enterprise Liaison Officer will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution

ATTACHMENT III
ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

**BROWARD COUNTY AVIATION DEPARTMENT (BCAD) ELECTRONIC MEDIA
SUBMITTAL REQUIREMENTS
Last Revised 04/26/2017**

Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs. Electronic media encompasses all methods of conveying digital information and files including e-mail, File Transfer Protocol (FTP), Compact Disc (CD) / Digital Video Disc (DVD), web-based file-sharing services, Universal Serial Bus (USB) and physical drives.

Prior to development of scope of services, BCAD will specify the deliverables to be provided via electronic media. **Prior to commencing work under any Contract, the Consultant/ Contractor must contact the Contract Administrator and/or designated Project Manager to verify they have a copy of the latest version of BCAD's Electronic Media Submittal Requirements, as well as any associated standards, specifications, procedures, or templates related to their scope of services.** BCAD modifies these documents as needed to make corrections and/or to keep up with latest industry trends, best practices, guidelines, standards and regulations, as well as to improve its internal processes. Some requirements below may not apply, or additional requirements may be needed, based on the nature of the scope of services and associated deliverables. Any deviations from the requirements below must be approved by BCAD's Contract Administrator or the Project Manager designated to approve or deny such requests.

Refer to BCAD GIS, CAD and BIM standards at:
<http://www.broward.org/Airport/Business/Standards>

(A) General Requirements:

- 1) All work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by Consultant/Contractor shall be developed using computer-aided design (CAD), geographic information system (GIS), Building Information Modeling (BIM), and/or other software and procedures conforming to the following criteria. Electronic data submittals shall also include Portable Document Format (PDF) versions of specific pages and drawing sheets, as specified in the Contract.
- 2) All electronic media should be readable and function as intended without conversion or modification on the Microsoft Windows Operating System. All electronic media should be in their original editable file or data format, or accompanied by the original editable format (e.g., a PDF engineering drawing file must be accompanied by an original CAD file).

(B) Software Formats:

CAD Format

- 1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2013 or later for Windows in native .DWG electronic file format. Consultants who do not use AutoCAD must ensure that translated DWGs that are provided can be used within AutoCAD.

- 2) Ensure that all digital files, data (e.g., constructs, elements, base files, prototype drawings, externally referenced files (XREFs), blocks, attribute links), and other files external to the drawing itself are compatible with the BCAD approved CAD and GIS software as noted above.

GIS Format

- 3) All GIS data shall be delivered in formats compatible with Esri ArcGIS version 10.1 or higher file geodatabase. Federal Aviation Administration Airports GIS (AGIS) data shall be submitted in Esri File Geodatabase format unless otherwise specified by BCAD.
- 4) All deliverables must include appropriate metadata conforming to BCAD and where applicable FAA standards. Metadata shall be in Extensible Markup Language (XML) format, unless specified otherwise in writing by the BCAD Contract Administrator or Project Manager.
- 5) When requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD, and where applicable, FAA standards.
- 6) All database tables: conform to the structure and field-naming guidance provided by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (DBF, XML, Esri geodatabase, other) as requested by BCAD. Formats may change, at BCAD's request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.

Additional Deliverable Requirements

- 7) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without conversion, translation, pre-processing, or post-processing of the electronic data files.
- 8) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. See Section (E) (1) below, "Non-Graphical Format", for additional requirements for non-geospatial databases.
- 9) Maintain all linkages of non-spatial data with spatial elements, relationships between database tables, and report formats. Consultant/ Contractor should work with BCAD to ensure linkages will conform with and match those already in place or generated to create such links.

10) All CAD and GIS files shall meet FAA spatial accuracy requirements and be georeferenced as follows:

North American Datum (NAD) 83, HARN, US Survey Feet State Plane Coordinate System, Florida East Zone North American Vertical Datum (NAVD) 88, US Survey Feet

(C) Standards:

- 1) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.
- 2) CAD files should be named as described in BCAD's CAD Standard.
- 3) Layering:
 - a) CAD layers must be named according to BCAD's CAD Standard.
 - b) Submission of layers that do not conform to the standards listed above will require a written request using the form specified in BCAD's CAD standard and advance written BCAD approval.
 - c) All raster files shall be delivered in georeferenced TIFF and compressed SID or JPEG2000 formats. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of what BCAD finds difficult to use.
- 4) Attribute Definitions:
 - a) Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of data. All database information shall conform to the latest versions of FAA ACs 150/5300-16, 17, and 18, and other BCAD standards. Additional attributes may be required at the discretion of BCAD.
 - b) CAD data shall be attributed following Section 4.2, "Object Data", of the BCAD CAD Standard, and by utilizing the standard object data tables included in each BCAD CAD template file. The specific object data tables and attributes to be populated should be coordinated and established with the BCAD Project Manager and BCAD GIS. BCAD requires object data functionality in its CAD Standard to accommodate asset attribution and allow BCAD to simplify the data migration process from CAD to GIS.
- 5) Conformance:
 - a) No deviations from BCAD's established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD's Contract Administrator.
 - b) Pre-coordinate the development, use and submittal of photorealistic renderings, animations, presentations and other visualization/ information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.
 - c) Building Information Modeling (BIM) files should conform to BCAD's BIM guidelines and standards.

(D) Digital Photography:

Provide digital photography files and other miscellaneous graphics in JPEG format, unless required in an alternate format such as that needed for CAD, GIS, and/or BIM.

- 1) Photographs should be oriented properly for viewing without rotating the image (i.e., "up" should appear at the top).
- 2) Exchangeable Image File Format (Exif) data should be embedded in the JPEG photo files and included the data on which the photo was taken. Exterior photos should also include tags indicating the latitude and longitude at which the photo was taken.

(E) Non-Graphic Format:

- 1) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform to and can be integrated with other BCAD legacy applications and systems.
- 2) **ADA Compliance.** As used in this section, ADA means the Americans with Disabilities Act, 42 U.S.C. 126, *et seq.*, and any of its regulations, and includes any Florida statute or County ordinance, policy or regulation intended to comply with any provision or regulation of the ADA.
 - a) If requested by BCAD, The Consultant shall provide BCAD with fully ADA accessible electronic files (the ADA Files) for posting on County's website, including but not limited to fl.net.
 1. The ADA Files may include but are not limited to contracts, flyers, reports, or newsletters.
 2. County, in its sole discretion, may approve or reject the format and content of the ADA Files before posting the files on County's website.
 - b) If Consultant is creating a separate website as part of its contract, the website must be fully ADA accessible, including any attachments to the website. County, in its sole discretion, may approve or reject the format and content of the fully accessible ADA website, including any attachments to the website.

(F) Delivery Media and Format:

- 1) Submit electronic media in conformance with this document when and as specified in Contracts and Work Authorizations.
- 2) Electronic data and files shall be provided on CD/DVD, as an e-mail attachment, via a Secure File Transfer Protocol (FTP) site, or via a password-protected web-based file sharing service (e.g., DropBox, Box, SharePoint, or Basecamp).

- 3) Large data or file sets, (e.g., high-resolution imagery in TIFF format) may be shipped via USB flash drive, external SSD drive, or external HDD drive. Drives must be scanned for viruses by the Consultant/Contractor, and certified as per submittal requirements in Section (H)(2)(c) below.
- 4) The electronic media shall be in the format which can be readily read and processed by the BCAD's target CAD/GIS systems.
- 5) The external label for physical media such as CD/DVD shall contain, as a minimum, the following information:
 - a) The Contract or Project number, title, and date. If a contract or project number has not yet been issued, then it is permissible to use a BCAD issued Request For Proposal (RFP) or Request for Letters of Interest (RLI) number.
 - b) The Facility Name (e.g. "Fort Lauderdale - Hollywood International Airport" or "North Perry Airport")
 - c) The date of the submittal as well as the date on which the electronic data can be considered valid, if different than the submittal.
 - d) The sequence number and total number of physical media if more than once is required to provide the electronic data being delivered.
 - e) Special requirements for Sensitive Security Information (SSI):
 1. SSI transmitted by e-mail must be in a password-protected attachment. SSI is not authorized for posting on the internet/intranet except for postings on secure sites as specifically authorized by the BCAD Project Manager.
 2. The following text must appear on either (a), the exterior label of any media, (b) in the email body of any attachment, or (c) as a text file named README.TXT in the same secured online file-sharing service or FTP folder, containing SSI as defined by 49 CFR 1520.

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.
- 6) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
 - a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
 - b) Make sure all reference files are attached without device or directory specifications. Reference files should not be bound.

- c) Compress and reduce all design files using compatible file compression/ decompression software approved by BCAD. If the file compression/decompression software is different from that approved by BCAD, then an electronic copy of the file compression/ decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.
- d) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic 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. Files opened on BCAD's computer systems must have referenced/linked support files, such as AutoCAD blocks and XREFs, automatically load without additional referencing/linking by BCAD staff.
- f) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.
- g) Do not bind or explode any drawing references such as blocks and XREFs.
- h) Document any fonts, tables, or other similar customized drawing element(s) developed by Consultant/Contractor or not provided among BCAD furnished materials. The Consultant/Contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(G) Drawing Development Documentation:

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

(H) Submittal:

- 1) Submit as Project Record Documents, conforming to requirements above, and as required for project phase submittals and project record documents. Where Electronic Project Record Documents are required, Consultant will provide BCAD one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings. In addition, provide scanned PDF's of the

signed and sealed as-built AutoCAD file(s).

- 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, along with the total number of units being delivered, and a list of the names and descriptions of the files on each one.
 - b) Brief instructions for transferring the files from the media.
 - c) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
 - d) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - (1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.
 - (2) List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.
 - (3) List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.
 - (4) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.
 - (5) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to BCAD standards.
 - (6) All metadata per BCAD, FAA, and FDOT requirements and those of other entities if specified by BCAD.
 - (7) Provide the following information for each finished drawing in a PDF document:
 - (a) How the data was inputted (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
 - (b) Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data).
 - (c) The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.

(d) Layer assignments and lock settings. Refer to layering standards Section (C)(3)(b) for layer list documentation requirements.

(e) Text fonts, line styles\types used, and GIS layer file settings.

(I) Ownership:

- 1) County will have ownership, including any copyright, of information and materials developed under these and other contractual requirements, including but not limited to reports, listings, and all other items pertaining to the work created or developed under the Contract with Broward County.
- 2) Ownership rights under the contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part, in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor.
- 3) BCAD will, at all reasonable times, have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
- 4) All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.

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

- 1) BCAD may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. "Consultant" or "Consultant/Contractor" refers to the planning, engineering, design, and/or survey firm or entity. "Contractor" refers to the firm or entity performing actual construction. To this end, BCAD shall make the following information available to the Contractor in electronic format:
 - a) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis.
 - b) Where electronic media submittals of final site surveys are required, BCAD will provide electronic copies of any existing site survey data.
 - c) BCAD will supply Consultant with all necessary BCAD standard cover page and title block files and formats, GIS schema, CAD layering.

(K) Other Digital Information:

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