AGREEMENT

between

BROWARD COUNTY

and

HARRIS MILLER MILLER & HANSON, INC

for

ACOUSTICAL CONSULTANT SERVICES FOR

FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT IN BROWARD COUNTY, FLORIDA

IN BROWARD COUNTY, FLORIDA

RLI/RFP No.: R1180909P1
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AGREEMENT

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AIRPORT IN BROWARD COUNTY, FLORIDA

IN BROWARD COUNTY, FLORIDA

RFP # R1180909P1

This is an Agreement between: BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "County," acting by and through its Board of County Commissioners,

AND

HARRIS MILLER MILLER & HANSON, INC., a Massachusetts corporation, its successors and assigns, hereinafter referred to as "Consultant."

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, County and Consultant 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 Agreement means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

1.2 Airport means the Fort Lauderdale-Hollywood International Airport (FLL); 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.

1.3 Aviation Department or BCAD means the Broward County Aviation Department (BCAD), or any successor agency.

1.4 Board or Commission means the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.

1.5 Consultant means HARRIS MILLER MILLER & HANSON, INC., a Massachusetts corporation, its successors and assigns.

1.6 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. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided however, that such instructions and determinations do not change the Scope of Services.

1.7 County means Broward County, a body corporate and politic and a political subdivision of the state of Florida.

1.8 County Administrator means the administrative head of the County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

1.9 County Attorney means the chief legal counsel for County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

1.10 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 ("OESBD").
1.11 **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.

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

1.13 **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.

1.14 **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.

1.15 **NOT USED**

1.16 **Project** means the Project consists of the services described in Article 3, in applicable exhibits to this Agreement, and in any Work Authorizations issued under this Agreement.

1.17 **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.

1.18 **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 or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

1.19 **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

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

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.

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. Consultant acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement, except as expressly set forth in the Broward County Procurement Code (Chapter 21, Broward County Administrative Code) and this Agreement. During the performance of services under this Agreement, as amended, Consultant shall communicate and coordinate with County staff, other County consultants, and other stakeholders, and Consultant shall give due consideration to such input, as appropriate.

3.2 Consultant and County acknowledge that the Scope of Services and any Work Authorizations issued pursuant to this Agreement do 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 or work under any Work Authorization which, in the Consultant's opinion, is outside the level of effort originally anticipated, whether or not the Scope of Services or Work Authorization 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 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 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 the 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, regardless of authorized Consumer Price Index (CPI) increases at the time of any amendment or Consultant's annual salary increases.

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 Subsequent to Contract's Administrator's issuance of a Work Authorization, Contract Administrator will issue a Notice to Proceed for authorized services. The
Consultant shall not commence such work until after receipt of the Contract Administrator's Notice to Proceed.

3.9.4 At the conclusion of the term of this Agreement, no further Work Authorizations shall be issued. The Consultant shall be required to complete all services under Work Authorizations in accordance with the schedule for completion for each then outstanding Work Authorization; provided however, that changes or modifications to outstanding Work Authorizations may be made in accordance with this Article for services within the scope of the 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; CONTRACTOR DAMAGES; LIQUIDATED DAMAGES

4.0 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 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.

4.1 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.

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

4.3 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.

4.4 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. In the event that issuance of a Notice to Proceed for specific phases or tasks is delayed by the Aviation Department pursuant to Section 4.3, the Consultant's time to complete services will be adjusted as appropriate, subject to the Contract Administrator's approval. During any phase or task, the Contract Administrator may suspend the services of Consultant in total or on any one phase or task. Should this occur, then Consultant will be paid for the services rendered through the time of the receipt of written notice of suspension by the Consultant from the Contract Administrator. The schedule, if services are resumed, shall be appropriately adjusted by the Contract Administrator at his or her discretion.

4.5 In the event Consultant fails to complete the phases and tasks of services identified in any Work Authorization on or before the applicable time for performance, County shall deduct from monies otherwise due the Consultant a 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 will be 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 10.10, INDEMNIFICATION OF COUNTY.

Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Consultant or its Subconsultants; that prevent Consultant from furnishing the contracted services, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events
or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION
COUNTY agrees to pay CONSULTANT, as compensation for performance of all services as related to Exhibit A and any Work Authorizations thereunder, Salary Costs or Lump Sum fees, up to a maximum amount of Nine hundred thousand dollars ($900,000), and Reimbursables up to a maximum amount of one hundred thousand dollars ($100,000). The total maximum amount payable to CONSULTANT under this Agreement is One million dollars ($1,000,000).

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 Article 5.2 up to a maximum amount not-to-exceed as stated in Work Authorizations.

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 set forth in Work Authorizations.

5.1.3 NOT USED

5.1.4 Reimbursable Expenses

COUNTY has established a maximum amount not-to-exceed of $100,000.00 for potential reimbursable expenses which may be utilized pursuant to Article 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by COUNTY.
5.1.5 **Salary Rate**

The maximum hourly rates payable by COUNTY for each of CONSULTANT's employee categories are shown on Exhibit "B" and are further described in Article 5.2. COUNTY shall not pay CONSULTANT any additional sum for reimbursable expenses, additional or optional services, if any, unless otherwise stated in Article 5.3 and Article 6.

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 Article 5.2 and Reimbursables defined in Article 5.3. All Subconsultant fees shall be billed in the actual amount paid by CONSULTANT.

5.1.6 The dollar limitation set forth in Article 5.1 is a limitation upon, and describes the maximum extent of, COUNTY’s obligation to CONSULTANT, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

5.2 **SALARY COSTS**

The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and, 3) an operating profit 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 factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within one hundred eighty (180) days after CONSULTANT's most recently completed fiscal year. If the certification is not available at the time of contracting, the certification shall be provided when it becomes available, provided however, CONSULTANT certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting.

5.2.1 CONSULTANT shall require all of its subconsultants to comply with the requirements of Article 5.2. Subconsultants may be exempted from the FAR audit requirements of Article 5.2 upon application to, and written approval by, the County Auditor.

5.2.2 Salary Costs for CONSULTANT and subconsultants as shown in Exhibit "B" are the Maximum Billing Rates which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit "B" for 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 the CONSULTANT’s ‘home office’ rates. Should it become appropriate during the
course of the agreement that a 'field office' rate be applied, then it is incumbent upon the CONSULTANT to submit a supplemental Exhibit "B" reflective of such rates for approval by Contract Administrator and invoice the COUNTY accordingly.

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

5.2.5 The maximum hourly rates shown on Exhibit B are subject to change annually beginning on the first anniversary of the contract execution date and on each contract year thereafter upon written request by CONSULTANT and approval by the Contract Administrator. Any increase in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series ID CUUARA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100. Any changes to the hourly rates shall be set forth on an amended Exhibit B executed by the Contract Administrator and the CONSULTANT.

5.3 REIMBURSABLES

5.3.1 In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project, and as not otherwise specified in Exhibit "A", may be charged at actual cost with prior written approval by the Contract Administrator, and shall be limited to the following:

a) Transportation expenses, subject to the limitations of Section 112.061, Florida Statutes, to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside Miami-Dade/Broward/Palm Beach County.

b) Per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel, subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's
offices to another office if the employee is relocated for more than ten (10) consecutive working days.

c) Cost of printing, reproduction, or photography.

d) Identifiable geotechnical investigations, utility locations and testing costs.

e) Permit fees paid to regulatory agencies for approvals directly attributable to the Project, excluding permits required for the Contractor.

f) Any other pre-authorized miscellaneous expenses.

Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses.

5.4 METHOD OF BILLING

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Article 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, 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 Article 5.1.3

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 under a Work Authorization, and after the Contract Administrator's review and approval, and following receipt of all applicable deliverables, County shall remit to Consultant that ten percent (10%) or five percent (5%) portion of the amounts previously withheld from the phase or task or Work Authorization.

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:

HARRIS MILLER MILLER & HANSON, INC.
77 South Bedford Street
Burlington, Massachusetts 01803

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
ADDITIONAL SERVICES AND 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, 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 time for Consultant's performance of those additional services.

6.3 In the event a dispute between the Contract Administrator and Consultant arise 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 As provided in Article 9, each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the initial contract value by ten percent (10%) or more 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 for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

ARTICLE 8
INSURANCE

8.1 CONSULTANT shall at minimum maintain at its sole cost in force at all times during the term of this Agreement the insurance coverage set forth in this Article, in accordance with the terms and conditions required by 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 Professional Liability Insurance with minimum limits of Three Million ($3,000,000.00) each claim and per aggregate. Any deductible amount shall not exceed One Hundred and Fifty Thousand Dollars ($150,000.00) for each claim. The Certificate of insurance shall indicate the policy deductible. If coverage is provided on a, “claims-made” basis, coverage shall remain in force for at least two (2) years after the completion of services. CONSULTANT shall notify County in writing of any claims filed against the Professional Liability policy within thirty (30) days.

8.2.2 Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the Workers' Compensation Law, of the State of Florida and all applicable federal laws. Policy shall include Employer's Liability with minimum limits of Five Hundred Thousand Dollars ($500,000.00) per accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

8.2.3 Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury and property
damage and One Million Dollars ($1,000,000.00) per aggregate without restrictive endorsements limiting or excluding coverage for:

a) Premises and/or Operations.
b) Products/Completed Operations
c) Independent Contractors.
d) Broad Form Property Damage.
e) Broad Form Contractual Coverage applicable to this specific Agreement.
f) Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Personal Injury.

8.2.4 Business Automobile Liability Insurance, if a business auto is used in performance of services, with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury and property damage without restrictive endorsements limiting or excluding coverage for:

a) Owned vehicles
b) Hired and non-owned vehicles
c) Employers' non-ownership

c) Employers' non-ownership

Scheduled vehicles (must be listed on the Certificate of Insurance)

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 acceptant 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.

8.6 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.
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 contract. Consultant shall comply with all applicable requirements of the County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by Consultant to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

Consultant shall include the foregoing or similar language in its contracts with any subconsultants, subcontractors or suppliers, 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, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

Consultant shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. Consultant shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Consultant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, Consultant represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). 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.

9.2 CERTIFIED BUSINESS ENTERPRISE (CBE)

The CBE Program, which is implemented under the Broward County Business Opportunity Act of 2012 (Broward County Ordinance No. 2012-33 as may be amended from time to time), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for County contracts. In completing this Project, Consultant agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Agreement. Consultant acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal
Opportunity, may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify County if Consultant concludes that the modification exceeds the authority of this Section of this Agreement. Failure of Consultant to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

The County shall have the right to review each proposed amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Agreement price by ten percent (10%) or more, for opportunities to include or increase the participation of CBE firms already involved in this Agreement. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.

9.3 The Parties acknowledge that subcontract awards to CBE firms are crucial to the achievement of the Project’s CBE participation goal. Consultant understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. In an effort to assist County in achieving its established goal for this Project, Consultant agrees to meet the following CBE participation goal by utilizing the CBE firms for the work and the percentage of work amounts described in Section 9.4:

Consultant has committed to Twenty Nine and one half percent (29.5%) CBE participation.

Consultant may not terminate for convenience a CBE firm listed as a subcontractor in the Consultant's bid or offer without the County's prior written consent, which consent shall not be unreasonably withheld. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including for cause, Consultant shall, with notice to and concurrence of the Broward County Office of Economic and Small Business Development Division, substitute another CBE firm in order to meet the level of CBE participation provided herein. Such substitution shall not be required in the event the termination results from County changing the Scope of Work hereunder and there is no available CBE to perform the new Scope of Work.

9.4 In performing services for this Project, the Parties hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on Exhibit C-1, Letter(s) of Intent, into this Agreement. Upon execution of this Agreement by County, Consultant shall enter into a formal contract with the CBE firms Consultant selected to fulfill the CBE participation goal for this Agreement and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward County Office of Economic and Small Business Development.
9.5 Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. County shall have access, without limitation, to Consultant's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow County to determine Consultant's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Agreement.

9.6 Consultant understands that it is the responsibility of the Contract Administrator and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, Consultant shall report monthly regarding compliance with its CBE obligations in accordance with Article 5 of this Agreement.

9.7 In the event of Consultant's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of Consultant:

9.7.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with Consultant.

9.7.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by Consultant, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between Consultant and County; nor shall County incur any cost, fee, or liability relative to any arbitration proceeding.

9.7.3 Nothing under this Section 9.7 shall be construed to limit the rights of and remedies available to County, including the right to seek its own damages pursuant to this Agreement.

9.8 Nonpayment of a CBE subcontractor, subconsultant or supplier as required by this Agreement shall be a material breach of this Agreement and that County's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to such subcontractor, subconsultant or supplier. Consultant agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 9.8 shall not be employed when Consultant demonstrates that failure to pay results from a bona fide dispute with its CBE subcontractor, subconsultant or supplier.

9.9 If Consultant fails to comply with the requirements of this Agreement, or the requirements of the Broward County Business Opportunity Act of 2012, County shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative
Procedures of the Office of Economic and Small Business Development, this Agreement, or under applicable law, with all such rights and remedies being cumulative.

ARTICLE 10
MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

10.1.1 All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by Consultant in connection with this Agreement are and 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 the Contract Administrator in the requested form or format within seven (7) calendar days of the earlier to occur of: (i) written request from the Contract Administrator, or (ii) the termination of this Agreement by either party.

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 County may withhold any payments then due to Consultant until Consultant complies with the provisions of this Section.

10.1.4 Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by the Consultant and its subconsultants, 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.

10.2 TERMINATION

10.2.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within five (5) calendar days after written notice from the aggrieved party identifying the breach. 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.

10.2.1.1 Reasons for terminating this Agreement for cause shall include, but not be limited to, Consultant's negligent, intentional or repeated submission for payment of false or incorrect bills or invoices, failure
to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Project, notwithstanding whether any such breach was previously waived or cured.

10.2.1.2 The Agreement may also be terminated for cause if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the Consultant provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.

10.2.2 This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the County, which termination date shall be not less than fourteen (14) calendar days after the date of such written notice.

10.2.2.1 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.

10.2.2.2 The parties agree that 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.

10.2.2.3 In the event this Agreement is terminated for convenience, Consultant shall be paid for any services properly performed through the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 10.1 of this Agreement are provided to the County. Upon being notified of County's election to terminate, Consultant shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall County make payment of profit for services which have not been performed. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Consultant, for County's right to terminate this Agreement for convenience.

10.2.3 In addition, the County shall have the right, at its sole and exclusive discretion and upon seven (7) calendar days' notice in writing, to terminate any one or more phases or tasks described in Exhibit A or a Work Authorization from this Agreement, and to procure services for such phases or tasks from another source.
In such event: (i) Consultant shall be paid for services performed through the date of termination (including all Reimbursables then due or incurred to termination date); 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 and tasks pursuant to the terms and conditions hereof. However, Consultant shall refrain from performing further services or incurring any additional expenses under any terminated phases and tasks.

10.2.4 This Agreement or a Work Authorization may also be terminated by the Board:

10.2.4.1 Upon the disqualification of Consultant as a CBE by County’s Director of OESBD if Consultant's status as a CBE was a factor in the award of this Agreement, and such status was misrepresented by Consultant;

10.2.4.2 Upon the disqualification of Consultant by County's Director of OESBD due to fraud, misrepresentation, or material misrepresentation by Consultant in the course of obtaining this Agreement, or attempting to meet the CBE contractual obligations;

10.2.4.3 Upon the disqualification of one or more of Consultant's CBE participants by County's Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement, and such status was misrepresented by Consultant or such participant;

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

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

10.2.5 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, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

10.2.6 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.

10.2.7 In the event of any termination (whether a termination of the entire Agreement or any phase or task of the Agreement) Consultant shall deliver all documents and
records, including without limitation, all data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by Consultant in connection with this Agreement (in whatever state they may be in at the date of termination) to the County within seven (7) calendar days following receipt of the written notice of termination. Any compensation due Consultant shall be withheld until all documents and records are received by County as provided herein.

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, AUDIT RIGHTS, AND RETENTION OF RECORDS

10.4.1 COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONSULTANT is a Contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CONSULTANT and its subconsultants and subcontractors shall:

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

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

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

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

The failure of CONSULTANT to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement, and COUNTY shall enforce the default in accordance with the provisions set forth in Section 10.2.

10.4.2 CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project,
including, without limitation, complete and correct records of payments to each of its subconsultants and subcontractors. For each subconsultant and subcontractor, the books, records, and accounts shall reflect each payment to the subconsultant or subcontractor and the cumulative total of the payments made to the subconsultant or subcontractor. COUNTY shall have the right to audit the books, records, and accounts of CONSULTANT and its subconsultants and subcontractors that are related to this Project. All books, records, and accounts of CONSULTANT and its subconsultants and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subconsultants and subcontractors, as applicable, shall make same available at no cost to COUNTY in written form.

10.4.3 CONSULTANT and its subconsultants and subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY’s disallowance and recovery of any payment upon such entry.

10.4.4 CONSULTANT shall, by written contract, require its subconsultants and subcontractors to agree to the requirements and obligations of this Section 10.4.

10.5 PUBLIC ENTITY CRIMES ACT

Consultant represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from County's competitive procurement activities.

In addition to the foregoing, Consultant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" 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.

10.6 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.

10.7 SUBCONSULTANTS

10.7.1 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".

10.7.2 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.

10.7.3 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.

10.8 CONSULTANT CERTIFICATION

Consultant hereby certifies that this Agreement is made in good faith, and without fraud, collusion of any kind with any other consultant for the same work, and that the Consultant is acting solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.
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 10.7. 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 INDEMNIFICATION OF COUNTY

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

10.11 REPRESENTATIVE OF COUNTY AND CONSULTANT

10.11.1 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 of County's employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

10.11.2 Consultant shall inform the Contract Administrator in writing of Consultant's representative to whom matters involving the conduct of the Project shall be addressed.

10.12 NO CONFLICTS

10.12.1 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.

10.12.2 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.

10.12.3 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.

10.12.4 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.

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

10.13 ALL PRIOR AGREEMENTS SUPERSEDED/AMENDMENTS

10.13.1 This document incorporates and includes and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and represents the final and complete understanding of the parties. 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.

10.13.2 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in a written document prepared with the same or similar formality as this Agreement and executed by the parties hereto.
10.14 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 BROWARD COUNTY:
Director of Planning & Environmental, Contract Administrator
Aviation Department
Suite 101
2200 SW 45th Street
Dania Beach, FL 33312

FOR CONSULTANT:
HARRIS MILLER MILLER & HANSON, INC.
77 South Bedford Street
Burlington, Massachusetts 01803

10.15 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates, unit costs and any other representations supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates, unit costs, or any other representations. All such contract adjustments shall be made within one (1) year following the end of this Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work, whichever is later.

10.16 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.
10.17 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.

10.18 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 workplace 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 workplace 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.

10.19 CERTAIN ADDITIONAL PROVISIONS PERTAINING TO AIRPORT PROJECTS

Consultant agrees to abide by the provisions pertaining to Airport Projects set forth on Attachments I, II, and III attached hereto and made a part hereof.

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.

This Agreement shall not constitute or make the parties a partnership or joint venture or create any other joint relationship. County does not extend to Consultant or Consultant's agents any authority of any kind to bind County in any respect whatsoever.

10.21 THIRD PARTY BENEFICIARIES

Except as provided under Section 9.7 neither Consultant nor County intend to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity.
under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

10.22 INCORPORATION BY REFERENCE

The attached Exhibits are incorporated into and made a part of this Agreement.

10.23 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.

10.24 COMPLIANCE WITH LAWS

Throughout the term of this Agreement, the Consultant shall keep fully informed of all federal, state, County and local laws, ordinances, codes, rules, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work authorized under the terms of this Agreement, and shall further take into account all known pending changes to the foregoing. The Consultant shall at all times observe and comply with all such laws, ordinances, codes, rules, regulations, orders, and decrees in performing its duties, responsibilities, and obligations related to this Agreement.

10.25 SEVERANCE

In the event this Agreement or a portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, unless County or Consultant elects to terminate this Agreement. Any election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

10.26 MATERIALITY AND WAIVER OF BREACH

10.26.1 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.

10.26.2 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.
10.27 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 any other.

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

10.29 NO INTEREST

10.29.1 Payment of Interest. Unless required by the Broward County Prompt Payment Ordinance, any monies which are the subject of a dispute regarding this Agreement and which are not paid by County when claimed to be due shall not be subject to interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement. All requirements inconsistent with this provision are hereby waived by Consultant.

10.29.2 Rate of Interest. In any instance where the prohibition or limitations of Section 10.29.1 are determined to be invalid or unenforceable, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.30 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
10.31 **RE-USE OF PROJECT**

County may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from Consultant's professional services (including, but not limited to, 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 the Contract Administrator 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.

10.32 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10.33 **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.)
**CONTRACT EXECUTION**

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract 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 23rd day of September, 2014, and CONSULTANT, signing by and through its authorized representative, duly authorized to execute same.

<table>
<thead>
<tr>
<th>COUNTY ADMINISTRATOR ATTEST:</th>
<th>COUNTY MAYOR or VICE-MAYOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Administrator and Ex-Officio Clerk of the Board of County Commissioners</td>
<td>Mayor or Vice-Mayor</td>
</tr>
<tr>
<td>Bertha Henry</td>
<td>9/23/14</td>
</tr>
<tr>
<td>Print Name</td>
<td>Date</td>
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<table>
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<tr>
<th>COUNTY RISK MANAGER:</th>
<th>COUNTY ATTORNEY:</th>
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</thead>
<tbody>
<tr>
<td>Approved as to surety company qualifications, insurance requirements and insurance documentation.</td>
<td>Approved as to form by</td>
</tr>
<tr>
<td></td>
<td>Joni Armstrong Coffey</td>
</tr>
<tr>
<td></td>
<td>Broward County Attorney</td>
</tr>
<tr>
<td></td>
<td>Aviation Office</td>
</tr>
<tr>
<td></td>
<td>2200 SW 1st Street, Suite 101</td>
</tr>
<tr>
<td></td>
<td>Dania Beach, Florida 33312</td>
</tr>
<tr>
<td></td>
<td>Telephone (954) 359-6180</td>
</tr>
<tr>
<td></td>
<td>Telexier (954) 359-1292</td>
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<tr>
<td></td>
<td>8/31/14</td>
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<tr>
<td></td>
<td>Assistant County Attorney</td>
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<tr>
<td></td>
<td>Alexander J. Williams, Jr., Esq.</td>
</tr>
<tr>
<td></td>
<td>Print Name</td>
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<tr>
<td></td>
<td>Michael J. Kerr</td>
</tr>
<tr>
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<th>CORPORATE SECRETARY ATTEST: (Affix Corporate Seal or 2 Witnesses below)</th>
<th>CONSULTANT:</th>
</tr>
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<tr>
<td>Witness: Christopher W. Menge</td>
<td>HARRY MILLER MILLER + HANSEN INC.</td>
</tr>
<tr>
<td>Print Name</td>
<td>Name of Consultant</td>
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<tr>
<td></td>
<td>Signature</td>
</tr>
<tr>
<td>8/24/14</td>
<td>Ted Baldwin, Senior Vice President</td>
</tr>
<tr>
<td>Date</td>
<td>Print Name and Title of Signer</td>
</tr>
<tr>
<td></td>
<td>15 Day of AUGUST, 2014</td>
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EXHIBIT A
SCOPE OF SERVICES/PHASES/TASKS

Acoustical Consulting Services for Aviation Department

The Acoustical Consulting Services will provide assistance to the Broward County Aviation Department (BCAD) in five task areas:

i. **Task 1: ANAC Technical and Administrative support**
   Provide quarterly technical and administrative support for activities related to the Airport Noise Abatement Committee (ANAC), including, but limited to, the following:

   a) **Technical Assistance**
      Prepare, attend, and provide follow-up assistance related to each quarterly ANAC meeting, including assistance in the following areas:

      ii. Prepare and present Noise Control Office Updates
       iii. Respond to questions on acoustical, regulatory, and planning issues, and other related matters
       iv. Prepare briefings on the status of other noise-related projects and aviation noise topics of interest, on an industry-wide or County-specific basis
       v. Identify follow-up tasks in order to respond to ANAC members’ requests for information (RFI)

   vi. **Task 2: Administrative Assistance**
      Provide assistance in preparing for and conducting each quarterly ANAC meeting, including but not limited to the following:

      i. Attend meetings and take summary minutes, including questions and answers
      ii. Provide draft summary minutes for review by BCAD staff and finalize for distribution to the ANAC
      iii. Assemble paper and electronic packets for each meeting, based on material provided by BCAD
      iv. Prepare files for posting to the website and disk copies that are ADA accessible
      v. Distribute information packages to ANAC members, BCAD staff, meeting attendees, and other interested parties either electronically or on paper, or in any combinations thereof.

   vii. **Task 3: ANOMS Assistance**
      Provide continued assistance to the BCAD in evaluating and optimizing implementation of the Fort Lauderdale - Hollywood International (FLL) Airport Noise and Operations Monitoring System (ANOMS). The objective of this assistance is to ensure that the ANOMS operates in the most accurate, efficient, and effective manner. Services may include, but are not limited to, the following:

      i. Conduct data delivery and entry assistance including coordination as needed by BCAD Staff.
      ii. Review system parameters, such as noise-event detection, noise-to-track and track-to-runway matching, system "cap" files, and related automated tasks, to ensure accurate operation
      iii. Assist in the development of graphics and specialized reports as directed by the BCAD staff to respond to requests from the Board of County Commissioners, ANAC, the general public, or for
internal BCAD purposes. These reports may include flight track analyses, runway use analyses, analyses of permanent and semi-permanent monitoring data, and related matters.

iv. Assist in obtaining and integrating data for specialized noise studies, using portable or semi-permanent noise monitor installations, operations records, complaints, or other sources.

viii. **Task 4: Continuing “Partnership for Quieter Skies” Assistance**
Provide assistance to the BCAD in continuing this major initiative, including preparation of quarterly reports and delivery of the reports in “.pdf” and “.doc” versions. Reports for the Fleet Noise Rating, High Noise Event Rating, and Runway Use should be prepared on a quarterly basis. Summary reports for the Update on Planning Activities section of the report based on information provided by BCAD, when appropriate.

i. **Fleet Noise Rating:** The Fleet Noise Rating evaluates the noise contribution of each airline’s fleet as it operates at FLL. Airlines own a variety of aircraft types and schedule them according to both operational and marketing considerations; the program would assign a higher rating to airlines operating quieter, new generation aircraft, while airlines operating older, louder technology aircraft would rate lower. The goal of this measurement is to fairly compare airlines—not just by the fleet they own, but by the frequency that they schedule and fly particular aircraft into FLL.

ii. **High-Noise Event Rating:** The rating encourages use of quieter aircraft and procedures, to minimize activity disturbance in noise-sensitive areas. We have identified single event maximum noise limits at each monitor, based on reasonable activity-interference criteria, such as speech or sleep. The program tracks and reports the number of high noise events by airline per quarter.

iii. **Runway Use Data:** This program element summarizes runway use statistics in both graphic and tabular form, by time of day, as well as operator category (i.e., air carrier and general aviation).

iv. **Flight Track Density Plot:** This figure displays flight tracks in east and west flow for a quarter.

v. **Update on Noise, Planning, and Related Activities at FLL:** This element provides brief updates of the status of planning and environmental studies that could influence the noise environment around FLL, including the Part 150 Update and other airfield activities.

ix. **Task 5: On-Call General Consulting**
Provide other assistance to the BCAD on an as needed basis, only after receiving appropriate written authorization from the BCAD. Typical tasks may include, but will not be limited to:

i. Specialized noise, complaint, land use, operational or other related data collection, analyses, documentation, presentation, and reporting tasks required to address unanticipated situations, and ANAC, BCAD, or County Commission requests

ii. Noise and vibration measurement, assessment, mitigation and documentation

iii. Assistance in design and implementation of public participation efforts

iv. Preparation of specialized public outreach materials

v. Preparation and conduct of public presentations for noise-related matters

vi. Noise abatement and compatible land use alternatives analysis and planning, for issues not covered by the Part 150 study or other BCAD projects

vii. Staff training and support

viii. Equipment procurement, calibration, and use

ix. Software design and program development

x. Preparation of single event or cumulative noise exposure noise contours

xi. Preparation of revisions or additions to the standard PQS report
**EXHIBIT B**

**SALARY COSTS**

Project No: RFP No. R1180909P1  
Project Title: Acoustical Consulting Services for Aviation Department  
Consultant Name: Harris Miller Miller & Hanson Inc.

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<th>TITLE</th>
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Multiplier of 2.9 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (116.6)%  
FRINGE = HOURLY RATE X FRINGE (72.9)%  
PROFIT = 0.5%  
MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE  

2.9
**EXHIBIT B**  
**SALARY COSTS**

**Project No:**  RFP No. R1180909P1  
**Project Title:**  Acoustical Consulting Services for Aviation Department  
**Consultant:**  Harris Miller Miller & Hanson Inc.  
**Sub Consultant:**  Montgomery Consulting Group, Inc.

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**MULTIPLIER DETAIL:**

BASE/RAW SALARY* = 1.0000  
OVERHEAD** ($/HR) = RAW SALARY X OVERHEAD % = 0.9275  
FRINGE** ($/HR) = RAW SALARY X FRINGE % = 0.4497  
PROFIT ($/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT 10% = 0.2377  
ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: 2.6149

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RLI/RFP#1180909P1/ Page 38 of 66 CAF#403
**EXHIBIT B**

**SALARY COSTS**

**Project No:** RFP No. R1180909P1  
**Project Title:** Acoustical Consulting Services for Aviation Department  
**Consultant:** Harris Miller Miller & Hanson Inc.  
**Sub Consultant:** Dickey Consulting Services, Inc.

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Multiplier of 2.9 is calculated as follows:

- **OVERHEAD** = HOURLY RATE X OVERHEAD (129%)
- **FRINGE** = HOURLY RATE X FRINGE (35%)
- **PROFIT** = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10%)
- **MULTIPLIER** = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE 2.9
## EXHIBIT B-1
### KEY STAFF

<table>
<thead>
<tr>
<th>POSITION</th>
<th>NAME (FIRM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Acoustical Consulting Services Project Manager and Lead Airport Noise Abatement Committee (ANAC) Support</td>
<td>Ted Baldwin (Harris Miller Miller &amp; Hanson)</td>
</tr>
<tr>
<td>2 Acoustical Consulting Services Assistant Project Manager and Lead Partnership for Quieter Skies (PQS) Preparation</td>
<td>Rhea Gundry (Harris Miller Miller &amp; Hanson)</td>
</tr>
<tr>
<td>3 Airport Noise Abatement Committee (ANAC) Administrative Support Task Manager</td>
<td>Sheryl Dickey (Dickey Consulting Services)</td>
</tr>
<tr>
<td>4 Airport Noise and Operations Monitoring System (ANOMS) Data Entry Manager and PQS Data Acquisition Manager</td>
<td>Monty Gettys (Montgomery Consulting Group)</td>
</tr>
</tbody>
</table>
EXHIBIT C
SCHEDULE OF SUBCONSULTANTS

Project No: RFP # R1180909P1
Project Title: Acoustical Consulting Services
Facility Name: Fort Lauderdale-Hollywood International Airport

<table>
<thead>
<tr>
<th>No.</th>
<th>Firm Name</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Dickey Consulting Services</td>
<td>ANAC Administrative Services</td>
</tr>
<tr>
<td>2.</td>
<td>Montgomery Consulting Group</td>
<td>ANOMS and PQS Data Entry Assistance</td>
</tr>
</tbody>
</table>
EXHIBIT C-1
LETTERS OF INTENT

1Attachment “B” - Letter of Intent CBE

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Solicitation Number: Project Title:
R1180909P1  Accoustical Consulting Services for Aviation Department

Proposer/Offeror Name: Harris Miller Miller & Hanson Inc.
Address: 77 South Bedford St  City: Burlington  State: MA  Zip: 01803
Authorized Representative: Ted Baldwin  Phone: 781-229-0707

CBE Subcontractor/Supplier Name: Dickey Consulting Services, Inc.
Address: 1035 NW 6th St  City: Ft. Lauderdale  State: FL  Zip: 33311
Authorized Representative: Sheryl Dickey, President  Phone: 954-467-6522

A. This is a letter of intent between the proposer/oferor on this project and a CBE firm for the CBE to perform subcontracting work on this project.
B. By signing below, the proposer/oferor 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 proposer/oferor and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

<table>
<thead>
<tr>
<th>Work to be performed by CBE Firm</th>
<th>NAICS Code</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANAC Administrative Assistance</td>
<td>541611</td>
<td>$32,000</td>
<td>16%</td>
</tr>
</tbody>
</table>

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

CBE Subcontractor/Supplier Authorized Representative

[Signature]  President  2/4/2014

Proposer/Offeror Authorized Representative

[Signature]  Senior Vice President  2/4/2014

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

CBE Letter of Intent July 2012
LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER

(Form to be completed and signed for each CBE firm)

<table>
<thead>
<tr>
<th>Solicitation Number:</th>
<th>Project Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>R1180909P1</td>
<td>Acoustical Consulting Services for Aviation Department</td>
</tr>
</tbody>
</table>

**Proposer/Offeror Name:** Harris Miller Miller & Hanson Inc.

**Address:** 77 South Bedford St.  City: Burlington  State: MA  Zip: 01803

**Authorized Representative:** Ted Baldwin  Phone: 781-729-0707

**CBE Subcontractor/Supplier Name:** Montgomery Consulting Group, Inc.

**Address:** 3902 W. Commercial Blvd. Suite 227  City: Ft Lauderdale  State: FL  Zip: 33310

**Authorized Representative:** Monty Gotty, President  Phone: 954-529-7030 x15

A. This is a letter of intent between the proposer/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.

B. By signing below, the proposer/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 proposer/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**

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS*</th>
<th>CBE Contract Amount†</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANOMS and POS Data Entry Assistance</td>
<td>518210</td>
<td>$27,000</td>
<td>13.5%</td>
</tr>
</tbody>
</table>

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

**CBE Subcontractor/Supplier Authorized Representative**

<table>
<thead>
<tr>
<th>(Signature)</th>
<th>(Title)</th>
<th>(Date)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>President</td>
<td>2/3/2014</td>
</tr>
</tbody>
</table>

**Proposer/Offeror Authorized Representative**

<table>
<thead>
<tr>
<th>(Signature)</th>
<th>(Title)</th>
<th>(Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Senior Vice President</td>
<td>February 3, 2014</td>
</tr>
</tbody>
</table>

1 Visit [http://www.census.gov/eos/www/naics/](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 proposer/offer include a dollar amount in its bid offer. In the event the proposer/offer does not receive award of the prime contract, any and all representations in this letter of intent and affirmation shall be null and void.

* CBE Letter of Intent July 2012
EXHIBIT C-2
CERTIFICATION OF PAYMENTS TO SUBCONCONSULTANTS 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:

<table>
<thead>
<tr>
<th>Subconsultant/Supplier name and address</th>
<th>Date of disputed invoice</th>
<th>Amount in dispute</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Dated __________, 20__

(Signature)

(Name and Title)

CONSULTANT

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)

Page 44 of 66
MONTHLY (CBE) UTILIZATION REPORT

Report No._____

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contract Amount</th>
<th>Date Form Submitted</th>
<th>Project Description</th>
<th>Project Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Period Ending</th>
<th>Amt. Paid to Prime</th>
<th>Contact Person</th>
<th>Telephone#</th>
<th>Fax#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

SUBCONTRACTING INFORMATION

<table>
<thead>
<tr>
<th>CBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of work Completed to Date</th>
<th>Amount Paid This Period</th>
<th>Amount Paid To Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Total Amount Paid to Subcontractors to Date:_____

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

Signature:_____
Title:_____
Date:_____

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

OESBD Compliance Form 2009-MUR
# FINAL (CBE) UTILIZATION REPORT

Report No. __________

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contract Amount</th>
<th>Date Form Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Project Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Period Ending</th>
<th>Amt. Paid to Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Telephone#</th>
<th>Fax#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

## SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

<table>
<thead>
<tr>
<th>CBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of work Completed to Date</th>
<th>Amount Paid This Period</th>
<th>Amount Paid To Date</th>
</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

Total Amount Paid to Subcontractors to Date: __________

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

Signature: __________ Title: __________ Date: __________

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

OESBD Compliance Form 2009-MUR-F
EXHIBIT D
REIMBURSABLES

NOT USED
EXHIBIT E

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 this Work Authorization and the grant of _______ days for completion of the Work, 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Lump Sum</th>
<th>Maximum Amount Not-to-Exceed</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

County: Broward County

Recommended by:

Project Manager Date

Contract Administrator Date

Attest: 

Secretary Date

President Vice President Date

Corporate Seal

RLI/RFP#1180909P1/ Page 48 of 66 CAF#403
EXHIBIT F
OPTIONAL SERVICES
NOT USED
EXHIBIT G
INSURANCE CERTIFICATE

Insurance Request for ADVANTAGE RENT A CAR FOR OVERFLOW STORAGE OF RENTAL VEHICLES, JOINT-USE FACILITY

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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>Limits on Liability in Thousands of Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Occurrence</td>
</tr>
<tr>
<td><strong>GENERAL LIABILITY</strong></td>
<td></td>
</tr>
<tr>
<td>[x] Commercial General Liability</td>
<td>Bodily Injury</td>
</tr>
<tr>
<td>[x] Premises-Operations</td>
<td>Property Damage</td>
</tr>
<tr>
<td>[ ] Explosion &amp; Collapse Hazard</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>[ ] Underground Hazard</td>
<td></td>
</tr>
<tr>
<td>[x] Products/Completed Operations Hazard</td>
<td></td>
</tr>
<tr>
<td>[x] Contractual Insurance</td>
<td></td>
</tr>
<tr>
<td>[x] Broad Form Property Damage</td>
<td></td>
</tr>
<tr>
<td>[x] Independent Contractors or Contractor's Owners Protection Liability</td>
<td></td>
</tr>
<tr>
<td>[x] Personal Injury</td>
<td></td>
</tr>
<tr>
<td><strong>AUTO LIABILITY</strong></td>
<td></td>
</tr>
<tr>
<td>[x] Comprehensive Form</td>
<td>Bodily Injury (each person)</td>
</tr>
<tr>
<td>[x] Owned</td>
<td>Bodily Injury (each accident)</td>
</tr>
<tr>
<td>[x] Hired</td>
<td>Property Damage</td>
</tr>
<tr>
<td>[x] Non-owned</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>[x] Any Auto if applicable</td>
<td></td>
</tr>
<tr>
<td><strong>EXCESS LIABILITY</strong></td>
<td></td>
</tr>
<tr>
<td>[x] Umbrella Form</td>
<td>Bodily Injury and Property Damage Combined</td>
</tr>
<tr>
<td>[ ] Other than Umbrella Form</td>
<td></td>
</tr>
<tr>
<td>[x] WORKER'S COMPENSATION AND EMPLOYEE'S LIABILITY (NOTE *)</td>
<td>Statutory</td>
</tr>
<tr>
<td>[ ] PROFESSIONAL LIABILITY</td>
<td></td>
</tr>
<tr>
<td>[ ] BUILDERS RISK OR INSTALLATION FLOATER: Subject to waiver based on type and nature of project. If project greater than $50k - installation floater may be required for replacement of materials, equipment and installation. All risk, replacement value.</td>
<td></td>
</tr>
<tr>
<td>Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.</td>
<td></td>
</tr>
</tbody>
</table>

Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.

NOTE *: If the Contractor 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 attach 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 & Harbors Workers Act & Jones Act.

CANCELLATION: Thirty (30) Day written notice of cancellation required to the Contractor.

Name & Address of Certificate Holder:

Broward County
1200 S.E. 6th Street, Suite 800
Fort Lauderdale, FL 33301

FLIR Risk Insurance Manager

RFP#1180909P1/ RAF#403 Page 50 of 66
ATTACHMENT I
NONDISCRIMINATION REQUIREMENTS

I. NONDISCRIMINATION - 49 CFR PART 21 REQUIREMENTS

During the performance of this contract, the Consultant/Contractor/Tenant/Concessionaire/Lessee/Permittee/Licensee for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Contractor") agrees as follows:

(a) Compliance With Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination. The Contractor shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitation for Subconsultants, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Contractor of the Contractor's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.

(d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the
Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the County shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

The Contractor, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital
status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

II. NONDISCRIMINATION - 14 CFR PART 152 REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

The Contractor 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. The Contractor 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. The Contractor agrees that it will require its covered suborganizations to provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E, to the same effect.

The Contractor 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. The Contractor 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. The Contractor agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

If required by 14 CFR Part 152, Contractor 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. The Contractor shall similarly require each of its covered suborganizations (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.

If Contractor 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 Contractor 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.
Contractor shall similarly require such affirmative action steps of any of its covered
suborganizations, as required under Part 152.

Contractor 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 Contractor shall require its covered
suborganizations to keep similar records as applicable.

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

III. NONDISCRIMINATION - GENERAL CIVIL RIGHTS PROVISIONS

The Contractor, for itself, its assignees and successors in interest agrees that it will
comply with pertinent statutes, Executive Orders and such rules as are promulgated
to assure 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 participating in any activity
conducted with or benefiting from Federal assistance. This Provision obligates the
Contractor or its transferee, for the period during which Federal assistance is
extended to the airport program, except where Federal assistance is to provide, or
is in the form of personal property or real property or interest therein or structures or
improvements thereon. In these cases, the Provision obligates the party or any
transferee for the longer of the following periods: (a) the period during which the
property is used by the sponsor or any transferee for a purpose for which Federal
assistance is extended, or for another purpose involving the provision of similar
services or benefits; or (b) the period during which the airport sponsor or any
transferee retains ownership or possession of the property. In the case of
contractors, this Provision binds the contractors from the bid solicitation period
through the completion of the contract.
IV. NONDISCRIMINATION - 49 CFR PART 26

Contractors shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.
ATTACHMENT II

PROVISIONS PERTAINING TO AIRPORT PROJECTS
ALL CONSULTANTS/CONTRACTOR AGREEMENTS:

[USE THE TERMS COMPANY, CONSULTANT OR CONTRACTOR AS APPLICABLE]

1. SECURITY

Airport Security Program and Aviation Regulations.
Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that subconsultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its subconsultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County’s Airport Security Program, then Consultant/contractor agrees to 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/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the 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/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The 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. The consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor 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/contractor's personnel transferred from the Airport, or terminated from
the employ of the consultant/contractor, or upon termination of this Agreement.
Before an Airport Issued Identification Media is issued to an employee,
consultant/contractor 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. The
consultant/contractor 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 the consultant/contractor 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 the consultant/contractor shall permit
any employee of consultant/contractor 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), the consultant/contractor 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/contractor 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:** The consultant/contractor agrees that its 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. The
consultant/contractor further agrees on behalf of itself and its
subconsultant/subcontractors, that it 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. Consultant/contractor acknowledges and understands that 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, consultant/contractor
agrees that persons not executing such consent-to-search/inspection form shall
not be employed by the consultant/contractor or by any
subconsultant/subcontractor at the Airport in any position requiring access to the
AOA or allowed entry to the AOA by the consultant/contractor or by any
subconsultant/subcontractor.
(d) Consultant/contractor understands and agrees that if any of its 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 hereof shall survive the expiration or any other termination of this Agreement.
Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs.

Prior to development of scope of services for any work authorization or 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. BCAD modifies these requirements 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.

(A) General Requirements:

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

- CAD – Engineering Design Drawings
- GIS – FAA AGIS Submittal, eALP, and BCAD GIS Use
- PDF – Electronic Document Review and Storage/As-Builts

(B) CAD and GIS Formats:

1) Provide all CAD data in Autodesk, Inc.’s AutoCAD release 2010 or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CAD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents, formatted to fit BCAD standard cover sheet and title block, as detailed in Section (C) below. All GIS data shall be delivered in formats compatible with ESRI ArcGIS version 9.3 or higher. Specific formats (e.g. shape file, layer files, geodatabase, and/or other file type/structure) shall be of BCAD’s choosing to meet their internal needs as well as FAA requirements. All deliverables must include appropriate metadata conforming to BCAD and FAA standards. 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 FAA standards and/or guidelines, including but not limited to: FAA Advisory Circulars (AC) 5300/150-16, 17 and 18, and US National CAD Standards.

2) Target OS platform: Windows operating system.

3) Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files, blocks, attribute links, and other files external to the drawing itself) are compatible with the BCADs Target CAD and GIS systems (i.e., basic and advanced CAD and GIS software, platforms, database software/s, geodatabases, etc.), and adhere to the standards and requirements specified herein.

4) The term "compatible" means that data can be accessed directly by the target CAD and GIS software without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of Consultant/Contractor to ensure this level of compatibility.

5) Non-geospatial database delivered with CAD/GIS files must be provided in relational database format compatible with Microsoft Access 2007 or higher, and other compatible format requested by BCAD. Data shall be delivered in an ESRI geodatabase format of BCAD's choosing upon request.

6) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats. Consultant/Contractor should work with BCAD to ensure linkages will conform/match those already in place or generated to create such links.

7) All database tables: conform to the structure and field-naming guidance provided upon request 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 BCADs 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.

8) All CAD and GIS files shall meet FAA/NGS 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

9) All data collected shall meet or exceed data acquisition standards established in AC 5300/150-16, 17, and 18, if applicable.

(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) Coordinate with BCAD concerning the standard file naming protocol to be utilized. Consultant/Contractor may be required to submit drawing files with several naming conventions to satisfy various submittal requirements.

3) Unless otherwise stated, all CAD files shall conform to US National CAD standards (BCADs adopted CAD standard) in addition to FAA standards for submission into the FAA AGIS system.
   a) All building floor plans/elevations shall be drawn and provided in Architectural Units (unless otherwise requested by BCAD).
   b) All other plans (site plans, airfield plans, ALPs, etc.) shall be submitted in Engineering Units (unless otherwise requested by BCAD).

4) Layering:
   a) Conform to the guidelines defined by the US National CAD Standards, appropriate FAA Advisory Circulars and standards, and BCAD standards.
   b) Provide an explanatory list of layers used for each drawing, including those which do not conform to the standards listed above. Submission of layers that do not conform to the standards listed above will require advance BCAD approval.
   c) Raster: All raster files (aerial photography, TIN, DEM, etc.) shall be delivered in georeferenced SID and TIFF formats as defined by BCAD. 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.

5) Attribute Definitions:
   a) Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of documents. 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.

6) Conformance:
   a) Submit a written request for approval of any deviations from the established CAD/GIS standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photorealistic renderings, animations, presentations and other visualization/ information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.
   b) No deviations from BCADs established CAD/GIS standards will be permitted unless prior written approval of such deviation has been received from BCAD.
(D) Non-CAD/GIS Graphic Format:

1) Provide digital photography files (unless required in an alternate format such as that needed for CAD/GIS) and other miscellaneous graphics in JPEG and TIFF formats. Photos shall be geotagged in accordance with BCAD standards, if applicable.

(E) Non-Graphic Format:

1) Provide word processing files in Microsoft Word 2007 compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

2) Provide spreadsheet files in Microsoft Excel 2007 for windows compatible file formats including all fonts, typefaces, bitmap and vector graphics and other information necessary for remote printing.

3) Provide database files in relational database format compatible with 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 remote printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform and can be integrated with other BCAD legacy applications and systems.

(F) Delivery Media and Format:

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

2) Provide electronic digital data and files shall be provided on DVD/CD or via secure file transfer protocol (FTP) site.

3) The electronic digital media shall be in the format which can be read and processed by the BCAD's target CAD/GIS systems.

4) The external label for each electronic digital media shall contain, as a minimum, the following information:
   a) The Project Number, Project Title and date
   b) The Facility Name
   c) The format and version of operating system software
   d) The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media
   e) The sequence number of the digital media
   f) A list of the filenames
   g) All requirements to meet or exceed FAA and BCAD standards
5) Before all files are placed on the delivery electronic digital media, the following procedures shall
be performed:

a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing
components are correctly configured for BCAD's viewing and plotting.

b) Make sure all reference files are attached without device or directory specifications.

c) Compress and reduce all design files using compatible file compression/decompression
software approved by BCAD. If the file compression/decompression software is different from
that specified above, then an electronic digital media copy of the file compression/decompression
software shall be purchased and licensed for 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
digital deliverables.

e) Make sure that all support files, such as those listed above, are in the same directory and that
references to those files do not include device or directory specifications.

f) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other
listing) necessary for a complete project. These shall conform to BCAD standard cover sheet
and title block pages.

g) Document any fonts, tables, or other similar customized drawing element developed by
Consultant/Contractor or not provided among BCAD furnished materials. The 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 specified above and as required for project phase submittals and project record documents.

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

   a) The information included on the external label of each media unit (label), along with the total number being delivered, and a list of the names and descriptions of the files on each one.

   b) Brief instructions for transferring the files from the media.

   c) Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.

   d) The following "File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

      (1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by 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 FAA and BCAD standards.

      (6) All metadata per BCAD, FAA, FDOT, or other entity standards.

(I) Ownership:

1) County will have ownership of all information and materials developed under these and other contractual requirements including but not limited to reports, and listings, and all other items
pertaining to the work created or developed in connection with the services provided pursuant to the agreement with Broward County including any copyright.

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.

5) All files/drawings shall be furnished to BCAD upon request from BCAD.

6) No portion of any "application" (e.g. database, GIS portal, web application, or customized document or tool) developed for BCAD shall be used as a template for non Broward County projects unless the prior approval in writing is obtained from BCAD.

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

1) BCAD and Consultant/Contractor may make various electronic files available to the Contractor during the Pre-Construction and Construction phases of the Project. To this end, Consultant/Contractor shall make the following information available to the Contractor in electronic format:

   a) Work files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's/Contractor's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis. Consultant/Contractor shall cooperate and facilitate the exchange of these electronic media documents.

   b) Where electronic media submittals of final site surveys are required, Consultant will provide electronic copies of any existing site survey data already on electronic media.

   c) Where Electronic Project Record Documents are required, Consultant will provide the Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on DVD/CD ROM media.

   d) BCAD will supply Consultant/Contractor with all necessary BCAD standard cover page and title block files and formats.
(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.