AGREEMENT
between
BROWARD COUNTY
and
Parsons Transportation Group, Inc.
for
CONSTRUCTION PROJECT MANAGER, FLL TERMINAL MODERNIZATION
IN BROWARD COUNTY, FLORIDA

RLI # R1039104R1
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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

Parsons Transportation Group, Inc., an Illinois corporation, authorized to do business in Florida, its successors and assigns, hereinafter referred to as “CPM.”

WHEREAS, the County solicited a firm in RLI # R1039104R1 to provide construction management services on an as needed basis for Terminal Modernization at the Ft. Lauderdale-Hollywood International Airport; and

WHEREAS, the Broward County Board of County Commissioners has determined that the CPM meets the qualifications to perform the solicited services.

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement, Exhibits hereto, and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 Agreement: means this document, Articles 1 through 11, 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, Broward County, Florida.

1.3 Aviation Department (or BCAD): means the Broward County Aviation Department of Broward County, Florida.

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 Construction Project Manager (CPM): the firm retained by the County to provide a broad range of construction management services on individual Projects to oversee day to day field operations of general contractors. The CPM will be the management link between the Project contractors and BCAD.
1.6 **Design Professionals (DP):** means the architects, engineers or other professionals selected to perform design, design-criteria, or other professional services for one or more Projects pursuant to a direct contract between the County and such Design Professional.

1.7 **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 Director of the Broward County Aviation Department. 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.

1.8 **Contractor:** means the person(s), firm(s), corporation(s) or other entitl(ies) who enter into agreements with County to perform construction services for a Project.

1.9 **County:** means the Broward County, a body corporate and politic and a political subdivision of the State of Florida.

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

1.11 **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.

1.12 **Lump Sum:** When the method of compensation is that of "Lump Sum" such phrase means that CPM or subconsultant shall perform or cause to be performed the described services for total compensation in the stated amount.

1.13 **Master Plan Update:** means the then current Master Plan Update for the Airport that was developed in accordance with FAA Advisory Circular 150-5070-6B, Airport Master Plans, as it may be amended from time to time.

1.14 **Maximum Amount Not-To-Exceed:** When the method of compensation is that of "Maximum Amount Not-To-Exceed" or "Maximum Not-To-Exceed Amount" such phrase means that CPM 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.

1.15 **Notice To Proceed:** means a written notice to proceed, authorizing the CPM to commence services under this Agreement, or to proceed with a subsequent phase or task of services under this Agreement. The written Notice(s) to
Proceed that authorizes the CPM to commence services under this Agreement shall be issued by the Contract Administrator.

1.16 **Project:** The Project consists of the services described in Article 3, or in any Work Authorization(s) and any exhibits thereto, and in applicable exhibits to this Agreement.

1.17 **Scope of Services:** means, in general, the services described in Article 3, and in any Work Authorization(s) and any exhibits thereto, and applicable exhibits to this Agreement.

1.18 **Subconsultant:** A firm, partnership, corporation, independent contractor (including 1099 individuals) or combination thereof providing services to the County through the CPM 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 **County Business Enterprise ("CBE"):** A small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.

1.20 **Work Authorization:** A written order initiated by the Contract Administrator directing CPM to perform services and detailing the terms of payment and scope of work, and detailing the schedule, if a schedule is applicable.

**ARTICLE 2**

**PREAMBLE**

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

2.1 County will have budgeted funds for a Project. Projects may be funded with County funds. In addition it is anticipated that the Project may be eligible for federal grant funds, or Passenger Facilities Charges ("PFC’s"), or State of Florida grant funds. Award of this Agreement does not guarantee services will be authorized. A failure by the County to authorize services under this Agreement or to issue a Notice to Proceed shall not be deemed a breach of this Agreement.
and will not provide a basis for any claim for money or damages by the CPM against County.

ARTICLE 3
SCOPE OF SERVICES

3.1 CPM's Scope of Services shall include, but may not be limited to the detailed scope and project description shown on Exhibit N, consisting of the phases and tasks set forth in Exhibit N and other related construction management services, as applicable for a Project, which will be authorized by Work Authorization(s) (one or more work authorizations may be issued during the term of this Agreement). CPM shall provide all services as set forth in a Work Authorization, including the necessary, incidental and related activities and services contemplated by the Scope of Services set forth therein and contemplated in CPM's level of effort. The parties recognize that additional services 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 services may be included in this Agreement, then subject to negotiation and agreement of the parties as to the terms thereof, any such additional services shall be reflected in an amendment to this Agreement or to a Work Authorization. CPM 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 authorized by the Broward County Procurement Code (Chapter 21, Broward County Administrative Code).

3.2 CPM and County acknowledge that the Scope of Services and subsequent Work Authorizations do not delineate every detail and minor service required to be performed by CPM to complete a Work Authorization. If, during the course of the performance of the services included in this Agreement, or any Work Authorization, CPM determines that services to be performed to complete the Project which is in the CPM's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the services, CPM shall notify Contract Administrator in writing in a timely manner before proceeding with the services. If CPM proceeds with said services without notifying Contract Administrator, said services 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 services. Performance of services by CPM outside the originally anticipated level of effort without prior written County approval is at CPM's sole risk. The Scope of Services and deliverables for each of the tasks and phases of services for a Project shall be detailed in a Work Authorization. The CPM must perform all required services for each phase and task of the Project in accordance with the Scope of Services therein. The amounts set forth in any Work Authorization shall not be increased if the actual hours or deliverables required for any phase or task exceed that agreed to by the County and the
CPM, as set forth in the Work Authorization, unless any such services over and above the agreed to hours or deliverables is not due to the fault of CPM and is due to factors beyond the control of the CPM.

3.3 County and CPM acknowledge the County will have to negotiate the terms of any Work Authorization and that the County may negotiate with another CPM for scopes of services, compensation, time of performance and other related matters for any scope of services to be completed by CPM if negotiations fail or if a Work Authorization is not entered into between County and CPM. County shall have the right at any time to immediately terminate any negotiations with CPM 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 services from CPM. 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 tasks or phases of service described in any Work Authorization, from this Agreement, and to procure services for tasks from another source. In such event: (i) CPM 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 CPM shall perform the services required by such phases or tasks pursuant to the terms and conditions of this Agreement and the Work Authorization.

3.4 Codes/Regulations: CPM, as it relates to the services required to be performed herein, 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 and any Optional Services, including without limitation, County and local ordinances and codes, Florida laws, rules, regulations, advisory circulars, and Federal laws, rules, regulations including without limitation, 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 CPM 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 CPM 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 CPM shall insert all required FAA, TSA and FDOT provisions in the construction contract(s) for the Project. The CPM will incorporate the provisions of this Section 3.4 without modification into all agreements with its subconsultants.
3.5 Licensing: CPM 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: CPM represents that it and its subconsultants have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services to be provided by such person pursuant to this Agreement and to provide and perform such services to County's reasonable satisfaction for the agreed compensation.

3.6.1 CPM shall perform its duties, obligations, and services under this Agreement in a skillful and responsible manner, and shall cause its subconsultants to also perform their duties, obligations and services under this Agreement in a skillful and responsible manner.

3.6.2 The quality of CPM's and its subconsultants' performance and all interim and final product(s) provided to or on behalf of County shall be comparable to accepted local practices and national standards.

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

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

3.8 The County shall have the right at any time and in its sole discretion to submit for review to consulting engineers or consulting architects or other CPMs engaged by the County, any or all parts of the services performed by the CPM and the CPM shall cooperate fully in such review.
ARTICLE 4
TERM; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES

4.1 The initial term of this Agreement shall be for the period beginning on the date of execution of this Agreement by the Board and ending three 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 CPM.

4.2 CPM shall perform the services described in a Work Authorization within the time periods specified in the Project Schedule included in a Work Authorization. Such time periods shall commence from the date of the Notice to Proceed for such services. If 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 appropriation and availability of funds in accordance with Chapter 129, Florida Statutes, as it may be amended from time to time. This Agreement shall not expire until the expiration of all warranty periods provided for in the construction contract(s) for the Project, unless it is terminated earlier as provided under applicable provisions of this Agreement.

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

4.4 CPM must receive a written Notice to Proceed from Contract Administrator prior to beginning the performance of any services under this Agreement pursuant to an approved Work Authorization. Prior to granting approval for CPM to proceed, the Contract Administrator may, at his or her sole option, require CPM to submit itemized deliverables/documents for the Contract Administrator's review. The CPM acknowledges and agrees that (1) any 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 CPM acknowledges and agrees that the Contract Administrator may refuse to issue a Notice to Proceed with any Work Authorization, phase or task of a Project, if such is deemed necessary in the coordination of other projects or in the implementation and scheduling of any other project.

4.5 In the event CPM 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 CPM, or because of delays which were caused by factors outside the control of CPM, County shall grant a reasonable extension of time for completion of the services
4.6 In the event the Contractor engaged for the Project fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CPM or by CPM's failure to perform in accordance with this Agreement, then CPM shall pay to County (or, at the election of the County, to the damaged Contractor) that portion of Contractor's claim attributable to CPM's failure. By reference hereto, the provisions of the construction contracts between the County and its Contractors pertaining to (i) computation of delay costs/damages (and any amounts included therein, whether direct or indirect) and (ii) resolution of disputes, are incorporated into this Agreement by this reference. CPM acknowledges receipt of and familiarity with such construction contract provisions and CPM accepts and agrees to perform the duties of the "CPM" or "Criteria Engineer" set forth therein, including participation in mediation when required by such construction contracts. The foregoing obligations are in addition to, independent of, and shall not be construed to limit or affect the rights and obligations of either party as set forth in Section 11.9, "INDEMNIFICATION OF COUNTY."

ARTICLE 5
WORK AUTHORIZATIONS

5.0 Any Services to be performed by CPM pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization".

5.1 Before any Service or Reimbursable is commenced pursuant to a Work Authorization, CPM shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Service, which
estimate shall be reviewed by the Contract Administrator and a final amount for CPM's compensation.

5.1.1 Work Authorizations, for Services not already provided for in Article 6.1.1, that will cost County Thirty Thousand Dollars ($30,000.00) or less, shall be signed by Contract Administrator and CPM, using the Work Authorization Form attached hereto as Exhibit A.

5.1.2 Work Authorizations, for Services not already provided for in Article 6.1.1, that will cost County more than Thirty Thousand Dollars ($30,000.00) shall be signed by County's Purchasing Director or Board, and CPM as appropriate using the Work Authorization Form attached hereto as Exhibit A-1 or as Exhibit A-2.

5.2 Subsequent to County issuing a Work Authorization, Contract Administrator will issue a Notice to Proceed for those authorized services. CPM shall not commence such work until after receipt of the Contract Administrator's Notice to Proceed.

5.3 Any charges in excess of the amount approved in the original Agreement shall require a modification thereto in accordance with County procurement procedures.

5.4 All Work Authorizations, shall contain, as a minimum, the following information and requirements:

5.4.1 A description of the work to be undertaken, a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation.

5.4.2 A budget establishing the amount of compensation, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of County is obtained.

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

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

5.4.5 Work Authorizations shall be dated, serially numbered, and signed.
5.5 At the conclusion of the term of this Agreement, no further Work Authorizations shall be issued and the CPM shall complete all services under then outstanding 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 for services within the scope of any Work Authorization that is outstanding at the conclusion of the term of this Agreement.

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6.1 AMOUNT AND METHOD OF COMPENSATION

6.1.0 Deliverables List and Staff-Hour Calculation

Based upon the Scope of Services described in a Work Authorization, the CPM will assign a quantity of staff-hours to each document/task in the Work Authorization and provide a staffing plan for approval by the Contract Administrator. The staff-hours and deliverables assigned to each document/task will be approved by the Contract Administrator, and will be the basis for the Maximum Amount Not-To-Exceed amount for each phase, task or both. The Maximum Amounts Not-To-Exceed set forth in the Work Authorization, shall not be increased if the actual hours or deliverables required for any phase or task exceed that agreed to by the Contract Administrator and the CPM, unless any such services over and above the agreed to hours or deliverables is not due to the fault of CPM and is due to factors beyond the control of the CPM.

6.1.1 Maximum Compensation Payable to CPM.

County agrees to pay CPM, as compensation for performance of all services hereunder up to a maximum amount of $4,500,000.00, and Reimbursables up to a maximum amount of $500,000.00.

6.1.2 Schedule of Values – Phase and Tasks

(a) All phased and tasked services provided by the CPM pursuant to the terms of this Agreement and any Work Authorization, and shall be authorized by one or more Notice(s) to Proceed. The CPM acknowledges and agrees that the Contract Administrator shall be under no obligation to issue a Notice to Proceed for any phase or task. Fees and costs incurred pursuant to a Notice to Proceed for any phase and task shall not exceed the total “Maximum Amount Not-To-Exceed” amounts for each phase and task as set forth in a Work Authorization.
(b) The CPM must perform all required services for each phase and task, in accordance with the Scope of Services as set forth in any Work Authorization. It is understood that the method of compensation is that of "Maximum Amount Not-To-Exceed." For tasks or phases noted as "Maximum-Not-To-Exceed," CPM shall perform all services set forth for total compensation in the amount of, or less than, that stated in the Work Authorization. The total hourly rates payable by County for each of CPM's employee categories shall be shown on Exhibits to the Work Authorization.

(c) For any phase or task that is identified as a Maximum Amount Not-To-Exceed or as a Reimbursable, the Contract Administrator may transfer any unused amount to another phase or task. Notwithstanding the foregoing, the receiving category 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.

6.2 SALARY COSTS

The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and, 3) an operating profit margin, as set forth on Exhibit 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 CPM'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, CPM certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting.

6.2.1 CPM shall require all of its subconsultants to comply with the requirements of Article 6.2. Subconsultants may be exempted from the FAR audit requirements of Article 6.2 upon application to, and written approval by, the County Auditor.

6.2.2 Salary Costs for CPM 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 CPM or any subconsultant, the CPM
shall reimburse the COUNTY based upon the actual costs determined by
the audit.

6.2.3 Unless otherwise noted, the Salary Costs stated above are based upon
the CPM'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 CPM to submit a supplemental Exhibit "B" reflective
of such rates for approval by Contract Administrator and invoice the
COUNTY accordingly.

6.2.4 The total hours payable by the COUNTY for any "exempt" or "non-
exempt" personnel shall not exceed forty (40) hours in any week. In no
event shall CPM 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.

6.3 REIMBURSABLES

6.3.1 In accordance with and pursuant to the Broward County Procurement
Code, direct nonsalary expenses, entitled Reimbursables and identified on
Exhibit "C", 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 CPM’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
CPM’s employees from one of CPM’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.

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

6.3.3 A detailed statement of expenses must accompany any request for reimbursement. Expenses other than automobile travel must be documented by originals of paid receipts, or other evidence of payment acceptable to the Contract Administrator.

6.3.4 It is acknowledged and agreed by CPM that the dollar limitation for Reimbursables set forth in a Work Authorization is a limitation upon, and describes the maximum extent of, County’s obligation to reimburse CPM for Reimbursables, but does not constitute a limitation, of any sort, upon CPM's obligation to incur such expenses in the performance of services hereunder. If County or Contract Administrator requests CPM to incur expenses not contemplated in the amount for Reimbursables, CPM shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by Contract Administrator prior to incurring such expenses.

6.3.5 Any expense amounts identified as a Reimbursable may be transferred to any other Reimbursable item by the Contract Administrator. Notwithstanding the foregoing, the receiving category 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.

6.4 METHOD OF BILLING

6.4.0 When requesting payment, CPM shall submit the following forms completely and properly filled-out: "Application and Certificate of Payment Exhibit D, "Prime Payment Request - Schedules of Values", Exhibit E, "Subconsultant Payment Requests - Schedule of Values", Exhibit F, "Weekly Timesheets", Exhibit G, "Travel Authorization Requests and Payment Form", if applicable, Exhibit B-1, copy of Notice to Proceed, copy of Purchase Order, and the "Monthly CBE Utilization Report".
Exhibit H. Pay requests shall be made once a month, in a timely manner, for all services provided pursuant to the Schedule of Values and Hourly Rates as provided for in the exhibits to any Work Authorization. Submission of untimely pay requests may subject CPM to a reduction in payment as determined by the Contract Administrator. Requests for payment shall be submitted only after the service has been completed and acceptable deliverables, as determined by County, are provided. Requests shall indicate the nature of the services performed and the unit prices, hourly rates or both and total hours of services performed. Billings based on hourly rates shall be supported by timesheets signed by the employees. "Weekly Timesheet", Exhibit G, shall be submitted with each request. The timesheets shall indicate the nature of the services or task, number of hours worked and meal breaks. Meal breaks and travel time to and from the jobsite are not billable. Billings shall also indicate the amount of CBE participation for the billing period. Subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the services and contain a project or item number and project title which clearly indicates the services is identifiable to the Notice to proceed. County will not accept subsequent additions or modifications to the language identifying the project on the invoice or receipt by the CPM.

6.4.1 The CPM shall submit monthly pay requests in a format designated by Contract Administrator and approved by the appropriate County offices. Exhibits, Timesheets Application, and Certificate of Payment, Schedule of Values, Monthly Reports, maybe required to include a submittal of an electronic copy using software specified by the Contract Administrator and as approved by the appropriate County offices, as well as the number of hard copies required by the Contract Administrator. If required by the Contract Administrator, all costs must be classified and sorted based on the services breakdown structure (WBS) (i.e., cost accounting) provided by the Contract Administrator. When requested, CPM shall provide detailed backup for past and current pay requests that record actual hours, unit prices, Salary Costs and expense costs on an item basis, and by employee category so that total hours and costs by item may be verified. These records must be made available to the Contract Administrator upon request. For each pay requests, the CPM shall submit an original pay request and at least two copies (with all back-up) to the Contract Administrator. When requested, CPM shall submit certified payroll records for past and current pay requests.

6.4.2 Billings shall also indicate the cumulative amount of CBE participation for the period covered by the billing as well as the cumulative amount to date, CPM shall also submit with each invoice a "Certification of Payments to Subconsultants and Suppliers", using the form attached as Exhibit I for all subconsultants, including CBE and non-CBE. The certification shall be accompanied by a copy of the notification sent to each subconsultant and...
supplier listed in item 2 of the form, explaining the good cause why payment has not been made. In addition, the CPM shall submit with each pay requests Exhibit H, "Monthly CBE/DBE Utilization Report," and shall submit with the final pay requests, Exhibit J, "Final CBE Utilization Report," listing only those subconsultants certified as CBE's to show expenditures made to date to achieve compliance with the assigned goals.

6.4.3 All Applications for payment 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 and project title which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by the CPM is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CPM's cost accounting forms with a summary of charges by category.

6.5 METHOD OF PAYMENT

6.5.1 County shall pay CPM within thirty (30) calendar days from receipt of CPM's proper pay requests, as required by County's Prompt Payment Ordinance, ninety percent (90%) of the total fees shown to be due on such statement. When the services to be performed on any phase or task or Work Authorization of the Project are fifty percent (50%) complete and upon written request by CPM, the Contract Administrator shall authorize that subsequent payments for each such phase or task shall be increased to ninety-five percent (95%) of the total fees shown to be due on subsequent statements, unless the County has a good faith dispute regarding the services performed. No amount shall be withheld from payments for Reimbursables or for services performed during the construction phase. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. In addition to the foregoing, upon written request from the CPM, the Contract Administrator may authorize release of retainage to a particular subconsultant when the services of that subconsultant is satisfactorily completed. Any reduction in subconsultant retainage shall be at the sole discretion of the Contract Administrator.

6.5.2 Upon CPM's satisfactory completion of any task or phase of the Project, and after the Contract Administrator's review and approval, and following receipt of all applicable deliverables, to include record drawings, if applicable, County shall remit to CPM that ten percent (10%) or five percent (5%) portion of the amounts previously withheld from the phase or task. A task or phase shall not be deemed complete until, at a minimum, all required deliverables for each such task or phase are completed in
accordance with the schedule, and together with all other pertinent information relevant to the services and project that one could reasonable deduce are required, are provided to and accepted by Contract Administrator. Final payment for the Project must be approved by the original award authority for this contract.

6.5.3 Notwithstanding any provision of this Agreement to the contrary, the CPM shall not be entitled to payment of any statement unless the Contract Administrator is satisfied that the statement 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 CPM and the Contract Administrator, as set forth in any Work Authorization.

6.5.4 Payment will be made to CPM at:

CPM will provide written electronic payment instructions.

6.5.5 CPM shall pay its subconsultants and suppliers within fifteen (15) days following receipt of payment from the County for such subconsultants services or supplies. CPM agrees that if it withholds an amount as retainage from its subconsultants or suppliers, that it will release such retainage and pay same within ten (10) calendar days following receipt of payment of retained amounts from County.

6.5.6 CPM agrees that nonpayment of any of its subconsultants or suppliers as required by Subsection 6.5.5 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 CPM demonstrates timely payments of sums due to such subconsultants or suppliers. CPM 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 CPM demonstrates that failure to pay results from a bonafide dispute with its subconsultant or supplier.

6.5.7 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective services which has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CPM or failure to comply with this Agreement. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by County.
ARTICLE 7
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

7.1 County or CPM 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.

7.2 Costs of additional services identified by the Contract Administrator during the life of this agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 6. Additional services authorized by the Contract Administrator shall include a required completion for CPM's performance of those additional services.

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

7.4 Each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value, or Fifty Thousand Dollars ($50,000.00), whichever is less, shall be reviewed by County for opportunities to include or increase CBE participation. CPM shall demonstrate good faith efforts to include CBE participation in change order services and shall report such efforts to the Small Business Development Division.

ARTICLE 8
COUNTY'S RESPONSIBILITIES

8.1 County shall assist CPM by placing at CPM's disposal all information County has available that is pertinent to the Project including previous reports and any other data relative to design or construction of the Project. It is understood and agreed that County, in making reports, site information and documents available to the CPM is in no way certifying as to the accuracy or completeness of such data, including any information provided in the County's Request for Letters of Interest, RLI #R1039104R1, and any supporting documentation included therein. Any conclusions or assumptions drawn through examination thereof shall be the sole responsibility of the CPM and subject to whatever measure it deems necessary to final verification essential to its performance under this Agreement.
8.2 County shall arrange for access to, and make all provisions for, CPM to enter upon public and private property as required for CPM to perform its services.

8.3 County shall review the deliverables/documents identified in a Work Authorization and respond in writing with any comment within the time set forth on the approved Project Schedule.

8.4 County shall give prompt written notice to CPM whenever County observes or otherwise becomes aware of any development that affects the scope or timing of CPM’s services or any defect in the services of the Contractor.

8.5 County shall supply a field office located on Airport property for CPM’s use.

8.6 County shall supply telephones, furniture, computers, copy machines, office supplies and office cleaning services at the County supplied field office.

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. CPM shall comply with all applicable requirements of the County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by CPM 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.

CPM 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 nondiscrimination 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.

CPM 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 16%, as may be amended from time to time. CPM 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, CPM shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CPM 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 CPM 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, CPM agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Agreement. CPM 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 CPM and shall include a deadline for CPM to notify COUNTY if CPM concludes that the modification exceeds the authority of this Section of this Agreement. Failure of CPM to timely notify COUNTY of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by CPM.

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. CPM 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, CPM agrees to meet the following CBE participation goal by utilizing the CBE firms for
the work and the percentage of work amounts described in Article 9.4:

**CPM has committed to twenty-six percent (26%) CBE participation.**

CPM may not terminate for convenience a CBE firm listed as a subcontractor in the CPM's bid or offer without the COUNTY's prior written consent, which consent shall not be unreasonably withheld. CPM shall inform COUNTY immediately when a CBE firm is not able to perform or if CPM 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 CPM to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including for cause, CPM 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 CPM'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, CPM shall enter into a formal contract with the CBE firms CPM 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 CPM shall allow COUNTY to engage in on-site reviews to monitor CPM'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 CPM'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 CPM'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 CPM 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, CPM shall report monthly regarding compliance with its CBE obligations in accordance with Article 5 of this Agreement.**

**9.7 In the event of CPM'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 CPM:

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

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

9.7.3 Nothing under this Article 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 CPM demonstrates timely payments of sums due to such subcontractor, subconsultant or supplier. CPM 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 Article 9.8 shall not be employed when CPM demonstrates that failure to pay results from a bona fide dispute with its CBE subcontractor, subconsultant or supplier.

9.9 If CPM 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
INSURANCE

10.1 CPM shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in below in accordance with the terms and conditions required by this Article.

10.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement.
10.3 Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CPM shall specifically protect County and the Broward County Board of County Commissioners by naming County and the Broward County Board of County Commissioners as additional insureds under the Comprehensive General or Commercial Liability Insurance policy hereinafter described, as well as on excess or umbrella liability except personal liability.

10.3.1 Professional Liability Insurance shall be provided with the limits of liability provided by such policy to be no less than Two Million Dollars ($2,000,000.00) each claim, with a maximum deductible of One Hundred Fifty Thousand Dollars ($150,000.00), and Five Million Dollars ($5,000,000.00) aggregate, if said coverage is applicable.

CPM shall notify County in writing within thirty (30) calendar days of any claims filed or made against the Professional Liability Insurance Policy.

10.3.2 Workers’ Compensation Insurance shall be provided to apply for all employees in compliance with Chapter 440, Florida Statutes, as amended, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

10.3.3 Comprehensive General or Commercial Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

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

10.3.4 Business Automobile Liability Insurance shall be provided with minimum limits of Two Million Dollars ($2,000,000.00) non airside and Five Million Dollars ($5,000,000.00) airside per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be
afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

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

10.4 CPM shall provide to County certificate(s) of insurance for all insurance policies required by this Article including any subsection thereunder. County reserves the right to require a certified copy of such policies upon request. All certificates and endorsements required herein shall state that County shall be given at least thirty (30) calendar days notice prior to expiration, cancellation or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the services, copies of renewal certificates shall be furnished at least thirty (30) days prior to the date of their expiration. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the acceptance of the Project by the County.

10.5 Right to revise or reject: Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

10.6 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 11
MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CPM 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 CPM to County in the requested form or format (including electronic medium) 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.
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.

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

Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by the CPM and its subconsultants, the costs of which have been reimbursed to the CPM 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.

11.2 TERMINATION

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

11.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, CPM's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this
Agreement or Work Authorization. The Agreement may also be terminated for cause if the CPM 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 CPM provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended. This Agreement or a Work Authorization may also be terminated by COUNTY:

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

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

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

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

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

11.2.3 Notice of termination shall be provided in accordance with the "NOTICES" Section of this Agreement except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health or safety may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" Section of this Agreement.
11.2.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, CPM shall be paid for any services properly performed under the Agreement or Work Authorization through the termination date specified in the written notice of termination. CPM acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by CPM, for COUNTY's right to terminate this Agreement for convenience.

11.2.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due CPM shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Article 11.1.

11.3 PUBLIC RECORDS, AUDIT RIGHTS, AND RETENTION OF RECORDS

11.3.1 COUNTY is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, CPM and all its subconsultants and subcontractors shall comply with Florida's Public Records Law. To the extent CPM is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CPM and its subconsultants and subcontractors shall:

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

11.3.1.2 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;

11.3.1.3 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

11.3.1.4 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 CPM to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 11.2.
11.3.2 CPM 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 CPM and its subconsultants and subcontractors that are related to this Project. All books, records, and accounts of CPM 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, CPM or its subconsultants and subcontractors, as applicable, shall make same available at no cost to COUNTY in written form.

11.3.3 CPM 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.

11.3.4 CPM shall, by written contract, require its subconsultants and subcontractors to agree to the requirements and obligations of Article 11.3.

11.4 PUBLIC ENTITY CRIMES ACT

CPM represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CPM 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 services, may not submit bids on leases of real property to County, may not be awarded or perform services as a contractor, supplier, subcontractor, subconsultant or CPM 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 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 by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

In addition to the foregoing, CPM 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 CPM has been placed on the convicted vendor list.

11.5 NO CONTINGENT FEE

CPM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CPM, 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 CPM 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, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

11.6 SUBCONSULTANTS

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

11.6.2 Invoices for any services performed by any subconsultants shall be passed through to County without additional charge by the CPM. All such services shall be itemized on invoices from such subconsultants, showing services performed and charges incurred.

11.6.3 CPM shall cause subconsultants to submit a completed hourly rate schedule, in the form attached hereto as Exhibit B, detailing such rates for authorization prior to utilizing such subconsultant. Should any subconsultant fail to submit a completed hourly rate schedule, in the form attached hereto, or fail to submit a properly completed Exhibit B, as
determined by the County Auditor, the CPM shall notify the Office of Economic and Small Business Development ("OESBD") of any such event, and until the failure is cured the CPM may withhold payment of any sums due the subconsultant. In addition, the CPM may make written request to the Contract Administrator (with a copy to the County Auditor and the OESBD) to replace such subconsultant with a subconsultant that is in compliance with the provisions hereof.

11.6.4 CPM shall bind each and every approved subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on CPM's subconsultants. CPM shall require the proper licensing of each of its subconsultants.

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

11.7 CPM CERTIFICATION

The CPM hereby certifies that this Agreement is made in good faith, and without fraud, collusion of any kind with any other CPM for the same services, and that the CPM is acting solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

11.8 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without the written consent of the other party. CPM shall not subcontract any portion of the services required by this Agreement except as authorized pursuant to Section 11.6.

11.9 INDEMNIFICATION OF COUNTY

CPM 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 CPM, and other persons employed or utilized by CPM 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 CPM under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to
payment of interest by COUNTY.

11.10 REPRESENTATIVE OF COUNTY AND CPM

10.10.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CPM's request, shall advise CPM in writing of one (1) or more employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

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

11.11 NO CONFLICTS

11.11.1 The employees and officers of CPM, its subconsultants, and the subsidiaries of CPM 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 CPM is not a party, unless compelled by court process. Further, CPM 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.

11.11.2 CPM, its subconsultants, and the subsidiaries, officers and personnel of CPM and its subconsultants shall not perform consulting services or provide legal services that would in any way be in conflict with the Project or detrimental to the Project, 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 services for any of the listed entities, the CPM shall provide the Contract Administrator with a written description of the contemplated services and the Contract Administrator shall promptly advise as to whether such services would be detrimental to the Project or in conflict therewith.

11.11.3 CPM, its subconsultants, and the subsidiaries, officers, and personnel of CPM 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.

11.11.4 In the event CPM is permitted pursuant to this Agreement to utilize subconsultants to perform any services required by this Agreement, CPM agrees to require such subconsultants, by written contract, to comply with the provisions of this section.

11.12 ALL PRIOR AGREEMENTS SUPERSEDED / AMENDMENTS

11.12.1 This document incorporates and includes and supersedes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and represents the final and complete understanding of the parties. The parties agree that there is no commitment, agreement or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement whether oral or written.

11.12.2 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.

11.13 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by overnight courier with delivery confirmation, 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 of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR BROWARD COUNTY:

Director of Aviation
Aviation Department
100 Aviation Boulevard
Fort Lauderdale, FL 33315

33
with a copy to:

Contract Administrator
Aviation Department
100 Aviation Boulevard
Fort Lauderdale, FL 33315

FOR CPM:

Mr. Todd Wager, President
Parsons Transportation Group Inc.
100 M Street SE, Suite 1200
Washington, DC 20003

With a copy to:

Mr. Thomas Ahern, Director of Contracts
Parsons Transportation Group Inc.
100 M Street SE, Suite 1200
Washington, DC 20003

11.14 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CPM shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs 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 and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

11.15 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.

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

11.16 DRUG-FREE WORKPLACE

It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free services place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by CPM shall serve as CPM's required certification that it either has or that it will establish a drug-free services place in accordance with Chapter 21.31(a) of the Broward County Procurement Code and will continue to maintain same during the term of this Agreement.

11.17 CERTAIN ADDITIONAL PROVISIONS PERTAINING TO AIRPORT PROJECTS

CPM agrees to abide by the provisions pertaining to Airport Projects set forth on Attachment II, attached hereto and made a part hereof.

11.18 PREVAILING WAGE REQUIREMENT

If construction services in excess of Two Hundred Fifty Thousand Dollars ($250,000.00) is required of, or undertaken in connection with the Project or by CPM as a result of this Agreement, Broward County Ordinance No. 83-72, as may be amended from time to time, shall be deemed to apply to such construction services. CPM shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements thereof and shall incorporate such requirements into all construction documents and bid packages for construction services that are prepared by CPM pursuant to this Agreement.

11.19 INDEPENDENT CONTRACTOR; THIRD PARTY BENEFICIARIES; NO JOINT RELATIONSHIP

CPM is an independent contractor under this Agreement. Services provided by CPM shall be subject to the supervision of BCAD. In providing the services, CPM or its agents shall not be acting and shall not be deemed as acting as officers, employees or agents of the County.

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. Neither CPM nor County intend to directly or substantially benefit a third party by 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 right or a claim against either of them based upon this Agreement.

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 CPM or CPM's agents any authority of any kind to bind County in any respect whatsoever.

11.20 INCORPORATION BY REFERENCE

The truth and accuracy of each Whereas clause set forth above is acknowledged by the parties. The attached Exhibits A through L, and Attachments I, II, III, and IV are incorporated into and made a part of this Agreement by this reference. In the event of conflict between the terms contained in this Agreement and the terms contained in any of the documents attached or incorporated herein, the terms of this Agreement shall control and shall be given full effect.

11.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent 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.

11.22 COMPLIANCE WITH LAWS

Throughout the term of this Agreement, the CPM 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 services authorized under the terms of this Agreement, and shall further take into account all known pending changes to the foregoing. The CPM 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.

11.23 AGREEMENT SEVERABLE; WAIVER OF BREACH AND MATERIALITY

11.23.1 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 CPM 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.
11.23.2 Failure by County to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11.23.3 County and CPM 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.

11.24 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 a joint effort. The language agreed to expresses a mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than another.

11.25 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 11 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 of this Agreement shall prevail and be given effect.

11.26 NO 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. All requirements inconsistent with this provision are hereby waived by CPM.

11.27 JURISDICTION, APPLICABLE LAW, 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. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida. Venue for litigation arising out of this Agreement shall be in such state courts. To encourage prompt and equitable resolution of any litigation that may arise
hereunder, each party hereby expressly waives any rights it may have to a trial by jury of any civil litigation related to this Agreement.

11.28 RE-USE OF PROJECT, END PRODUCT, OR DELIVERABLES

County may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from CPM’s professional services (including, but not limited to, drawings, specifications, other documents, and services as described in any work authorization; and CPM agrees to such re-use in accordance with this provision.

If the Contract Administrator elects to re-use the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, CPM shall not be liable in any respect for such reuse.

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

11.29 MULTIPLE ORIGINALS

This Agreement may be fully executed in up to five (5) counterparts by all parties, each of which, bearing original signatures, shall be deemed to be an original.

(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 ___ day of ___, 20__, and CPM, 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>Date</td>
</tr>
<tr>
<td>Print Name</td>
<td>4/11/19</td>
</tr>
<tr>
<td>10/1/15</td>
<td></td>
</tr>
<tr>
<td>COUNTY RISK MANAGER:</td>
<td>COUNTY ATTORNEY:</td>
</tr>
<tr>
<td>Approved as to form by</td>
<td>Approved as to form by</td>
</tr>
<tr>
<td>Joni Armstrong, Co-Attorney</td>
<td>Broward County Attorney</td>
</tr>
<tr>
<td>Broward County Attorney</td>
<td>Aviation Office</td>
</tr>
<tr>
<td>Trinidad, Suite 101</td>
<td>2206 S.W. 45th Street, Suite 101</td>
</tr>
<tr>
<td>Davie, Florida 33328</td>
<td>Dania Beach, Florida 33312</td>
</tr>
<tr>
<td>Telephone: (954) 386-5100</td>
<td>Telephone: (954) 386-3702</td>
</tr>
<tr>
<td>Telecopier: (954) 386-1292</td>
<td>Telecopier: (954) 386-1292</td>
</tr>
<tr>
<td>Trey Meyer, Esq.</td>
<td>Assistant County Attorney</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td>Print Name</td>
<td>5/8/14</td>
</tr>
<tr>
<td>4/8/14</td>
<td></td>
</tr>
<tr>
<td>CORPORATE SECRETARY ATTEST:</td>
<td>CPM:</td>
</tr>
<tr>
<td>(Affix Corporate Seal or 2 Witnesses below)</td>
<td>Name of CPM</td>
</tr>
<tr>
<td>Witness</td>
<td>Signature</td>
</tr>
<tr>
<td>W. S.</td>
<td>Aaron Gold, VP</td>
</tr>
<tr>
<td>Print Name</td>
<td>Print Name and Title of Signer</td>
</tr>
<tr>
<td>M.</td>
<td>May 20</td>
</tr>
<tr>
<td>Date</td>
<td>14</td>
</tr>
<tr>
<td>Witness</td>
<td>7 Day of</td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Print Name</td>
<td>2014</td>
</tr>
</tbody>
</table>

39
EXHIBIT A
Under Contract Administrator’s Award Authority for Services

Work Authorization No. __________________ RLI/RFP No. __________________
CPM: __________________ Project No.: __________________
Project Title: __________________ RLI/RFP Title: __________________
Facility Name: __________________

This Work Authorization (WA) is issued pursuant to the Agreement between Broward County and
______________________________, for CPM Services in Broward County, which was approved by the Board
of County Commissioners on ______________. 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, CPM 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>
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</thead>
<tbody>
<tr>
<td>Professional Services</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
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</tbody>
</table>

County

Broward County

Recommended by:

Project Manager __________________ Date __________________
Print name: __________________

Contract Administrator __________________ Date __________________
Print name: __________________

CPM

Attest:

Secretary __________________ Date __________________
Print name: __________________

By: __________________

☐ President ☐ Vice President __________________ Date __________________

Print name: __________________

Corporate Seal
EXHIBIT A-1
Under Purchasing Director's Award Authority for Services

<table>
<thead>
<tr>
<th>Work Authorization No.</th>
<th>RLI/RFP No.</th>
<th>CPM:</th>
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</table>

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>RLI/RFP Title:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Facility Name:</th>
</tr>
</thead>
</table>

This Work Authorization (WA) is issued pursuant to the Agreement between Broward County and [Name], for CPM Services in Broward County, which was approved by the Board of County Commissioners on [Date]. 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 amended Work Authorization shall consist of [Number] (__) 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 [Number] days for completion of the Work, CPM 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 all events 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>
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<td>Reimbursables</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Recommended by:

Project Manager Date

Director of Purchasing Date

Print name

Print name

Contract Administrator Date

Print name

CPM

Attest:

Secretary Date

President

By: Vice President Date

Print name
This Work Authorization (WA) is issued pursuant to the Agreement between Broward County and 
for CPM Services in Broward County, which was approved by the Board of County 
Commissioners on . 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 grant of _____ days for completion of 
the Work, CPM 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 all events occurring prior to execution of this Work Authorization.

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

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<th>Description</th>
<th>Lump Sum</th>
<th>Maximum Amount</th>
<th>Total</th>
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<tr>
<td><strong>Total</strong></td>
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<td></td>
<td></td>
</tr>
</tbody>
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Broward County, through its 
Board of County Commissioners

Approved as to form by 
Joni Armstrong Coffey, Broward County Attorney 
Aviation Office 
2200 SW 45th Street, Suite 101 
Dania Beach, Florida 33312 
Telephone: (954) 359-6100 
Telecopier: (954) 359-1292

Assistant County Attorney 
Date
 Alexander J. Williams 
Print Name

Chief Trial Counsel 
Date
 Michael J. Kerr 
Print Name

42
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Secretary</td>
<td>Date</td>
<td></td>
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<tr>
<td>Print Name</td>
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<td>Corporate Seal</td>
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Consultant

By:

- President
- Vice President

Date

Print Name
### Exhibit “B”
Salary Costs
FIELD OFFICE-REGULAR

<table>
<thead>
<tr>
<th>Title</th>
<th>Maximum Hourly Salary ($/HR)</th>
<th>Multiplier</th>
<th>Maximum Billing Rate ($/HR)</th>
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<td>77.63</td>
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<tr>
<td>Senior Inspector</td>
<td>82.23</td>
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<tr>
<td>Inspector</td>
<td>33.23</td>
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<td>77.16</td>
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<tr>
<td>Associate Inspector</td>
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<tr>
<td>Principal Designer</td>
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<tr>
<td>Field Office Manager</td>
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<tr>
<td>Construction Manager</td>
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Overhead = Hourly Rate × Overhead (56.97%)
Fringe = Hourly Rate × Fringe (47.96%)
Profit = (Hourly Rate + Overhead + Fringe) × Profit (10%)

Multiplier = (Hourly Rate + Overhead + Fringe + Profit)/Hourly Rate

\[ \text{Multiplier} = \frac{\text{Hourly Rate} + \text{Overhead} + \text{Fringe} + \text{Profit}}{\text{Hourly Rate}} \]
**Exhibit "B"**  
Salary Costs  
**HOME OFFICE-REGULAR**

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<tr>
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<th>MAXIMUM HOURLY SALARY ($/HR)</th>
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- **OVERHEAD** = HOURLY RATE x OVERHEAD (85.32%)
- **FRINGE** = HOURLY RATE x FRINGE (47.36%)
- **PROFIT** = (HOURLY RATE + OVERHEAD + FRINGE) x PROFIT (10%)

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

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OVERHEAD = HOURLY RATE X OVERHEAD (135.70%)
FRINGE = HOURLY RATE X FRINGE (28.34%)
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT)/HOURLY RATE
### Exhibit "B"

**Salary Costs**

**FIELD OFFICE-REGULAR**

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**OVERHEAD = HOURLY RATE X OVERHEAD (92.68%)**

**FRINGE = HOURLY RATE X FRINGE (36.82%)**

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

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

2.52
Exhibit "B"
Salary Costs
HOME OFFICE-REGULAR

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OVERHEAD = HOURLY RATE X OVERHEAD (111.07%)
FRINGE = HOURLY RATE X FRINGE (64.53%)
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE  2.90*

* The above calculation has been altered in order to adjust CES Consultant's Office Multiplier of 3.03% to 2.90%
Exhibit "B"
Salary Costs
FIELD OFFICE-REGULAR

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<tr>
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OVERHEAD = HOURLY RATE X OVERHEAD (71.10%)
FRINGE = HOURLY RATE X FRINGE (38.62%)
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT)/HOURLY RATE = 2.31
### Exhibit "B"

**Salary Costs**

**HOME OFFICE-REGULAR**

**Firm Name:** D. STEPHENSON CONSTRUCTION, INC.

**Project Name:** FLL Terminal Renovations

**Project Number:** RLI#R1039104R1

<table>
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<tr>
<th>TITLE</th>
<th>MAXIMUM HOURLY SALARY ($/HR)</th>
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<td>PRINCIPAL</td>
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<td>2.31</td>
<td>$172.14</td>
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OVERHEAD = HOURLY RATE $ OVERHEAD (71.10%)
FRINGE = HOURLY RATE $ FRINGE (38.62%)
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) $ PROFIT (10%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT)/HOURLY RATE 2.31
Exhibit "B"
Salary Costs
FIELD OFFICE-REGULAR

Firm Name: DICKEY CONSULTING SERVICES, INC.
Project Name: FLL Terminal Renovations
Project Number: RL#R1039104R1

<table>
<thead>
<tr>
<th>TITLE</th>
<th>MAXIMUM HOURLY SALARY ($/HR)</th>
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<th>MAXIMUM BILLING RATE ($/HR)</th>
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<td>$121.57</td>
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<td>INSPECTOR</td>
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<td>$121.57</td>
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<td>$57.59</td>
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OVERHEAD = HOURLY RATE X OVERHEAD (159%)
FRINGE = HOURLY RATE X FRINGE (35%)
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10%)

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

The above calculation has been altered in order to adjust DCS Inc. Multiplier of 3.234% to 2.9%
Exhibit "B"
Salary Costs
HOME OFFICE-REGULAR

Firm Name: DICKEY CONSULTING SERVICES, INC.
Project Name: F.L.L. Terminal Renovations
Project Number: RL#R1039104R1

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<th>MAXIMUM BILLING RATE ($/HR)</th>
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<td>$231.07</td>
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<tr>
<td>PROJECT MANAGER</td>
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<tr>
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<td>$57.59</td>
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OVERHEAD = HOURLY RATE X OVERHEAD (227%)
FRINGE = HOURLY RATE X FRINGE (35%)
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT)/HOURLY RATE  2.90

The above calculation has been altered in order to adjust DCS Inc.
Multiplier of 3.982% to 2.9%
## Exhibit "B"

### Salary Costs

**FIELD OFFICE-REGULAR**

- **Firm Name:** PKING CONSULTING, INC.
- **Project Name:** FLL Terminal Renovations
- **Project Number:** RLI#R1039104R1

<table>
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<tr>
<th>TITLE</th>
<th>MAXIMUM HOURLY SALARY ($/HR)</th>
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<tr>
<td>SYSTEMS/IT SPECIALIST</td>
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<td>2.54</td>
<td>$129.72</td>
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OVERHEAD = HOURLY RATE \* OVERHEAD (96%)
FRINGE = HOURLY RATE \* FRINGE (35%)
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) \* PROFIT (10%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE = 2.54
Exhibit "B"
Salary Costs
HOME OFFICE-REGULAR

Firm Name: PKING CONSULTING, INC.
Project Name: FLL Terminal Renovations
Project Number: RLI#R1039104R1

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<th>TITLE</th>
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<th>MAXIMUM BILLING RATE ($/HR)</th>
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<td>$145.55</td>
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OVERHEAD = HOURLY RATE X OVERHEAD (104%)
FRINGE = HOURLY RATE X FRINGE (55%)
 PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10%)

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

2.85
Exhibit "B"
Salary Costs
FIELD OFFICE-REGULAR

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<th>TITLE</th>
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<td>$53.38</td>
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<td>$96.09</td>
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<td>$67.61</td>
<td>2.11</td>
<td>$142.66</td>
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</tbody>
</table>

OVERHEAD = HOURLY RATE X OVERHEAD (68.40%)  
FRINGE = HOURLY RATE X FRINGE (23%)  
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10%)  

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT)/HOURLY RATE = 2.11
Exhibit "B"
Salary Costs
HOME OFFICE-REGULAR

Firm Name: STONER CONSTRUCTION, INC.
Project Name: FLL Terminal Renovations
Project Number: RLI#R1039104R1

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<td>CBE Compliance Manager</td>
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OVERHEAD = HOURLY RATE X OVERHEAD (68.40%)
FRINGE = HOURLY RATE X FRINGE (23%)
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10%)

MULTIPLIER = \frac{(\text{HOURLY RATE}+\text{OVERHEAD}+\text{FRINGE}+\text{PROFIT})}{\text{HOURLY RATE}} \quad 2.11
**APPLICATION AND CERTIFICATE FOR PAYMENT**

To Owner: Broward County Aviation Department

From Contractor: ____________________________

Contract For: ____________________________

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the contract. Confirmation Sheet - Schedule of Values Form is attached.

1) Original Contract Sum
2) Net change by Change Orders, Amendments
3) Contract Sum To Date (Line 1c)
4) Total Completed and Stored to Date (Column G on Schedule of Values Form)
5) Retainage:
   a) _____% of Completed Work
   (Column D = E)
   b) _____% of Stored Material
   (Column F)
Total Retainage
(Lines 5a + 5b = Total in Column G)
6) Total Earned Less Retainage
(Lines 4 less Line 5 Total)
7) Less Previous Applications for Payment (Line 6 minus prior Certificates)
8) Current Payment Due

9) Balance to Finish, Including Retainage
(Line 3 plus Line 6)

**PROJECT MANAGER for BCAD**
By: ____________________________
Date: ____________________________

**DIRECTOR, AIRPORT DEVELOPMENT**
By: ____________________________
Date: ____________________________

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is final.

**OWNER: BROWARD COUNTY AVIATION DEPARTMENT, CONTRACT ADMINISTRATOR**
By: ____________________________
Date: ____________________________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein, issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

<table>
<thead>
<tr>
<th>Change Order, Amendments Summary</th>
<th>Additions</th>
<th>Deductions</th>
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</thead>
<tbody>
<tr>
<td>Total changes approved in previous months by Owner</td>
<td>Totals</td>
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<tr>
<td>Total approved this month</td>
<td>Totals</td>
<td>$</td>
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</table>

The undersigned Contractor certifies that to the best of his knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is final.

<table>
<thead>
<tr>
<th>Change Order, Amendments Summary</th>
<th>Additions</th>
<th>Deductions</th>
</tr>
</thead>
<tbody>
<tr>
<td>NET CHANGES by Change Order, Amendments</td>
<td>Totals</td>
<td>$</td>
</tr>
</tbody>
</table>
The Consultant's Payment Request, containing the Consultant's signed certification, is attached.

Use the final column on contracts where retainage is applicable.

<table>
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<th>A</th>
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<tr>
<td>Consultant</td>
<td>Description of Work</td>
<td>SCHEDULED VALUE</td>
<td>METHOD OF PAYMENT</td>
<td>WORK COMPLETED</td>
<td>WORK COMPLETED THIS APPLICATION</td>
<td>TOTAL AMOUNT INVOICED TO DATE</td>
<td>% COMPLETE</td>
<td>% CONTRACT VISIBLE</td>
<td>REMAINING RETAINAGE</td>
<td>THIS PAYMENT RETAINAGE RELEASED</td>
<td>TOTAL TO DATE RETAINAGE RELEASED</td>
<td>TOTAL TO DATE RETAINAGE RELEASED</td>
<td>APPROVED FOR PAYMENT</td>
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<tr>
<td>CONSULTANT</td>
<td>DESCRIPTION OF WORK</td>
<td>SCHEDULED VALUE</td>
<td>METHOD OF PAYMENT</td>
<td>WORK COMPLETED</td>
<td>WORK COMPLETED THIS APPLICATION</td>
<td>TOTAL AMOUNT INVOICED TO DATE</td>
<td>% COMPLETE</td>
<td>% CONTRACT VISIBLE</td>
<td>REMAINING RETAINAGE</td>
<td>THIS PAYMENT RETAINAGE RELEASED</td>
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</table>
## EXHIBIT F
Sub-Consultant Payment Request - Schedule of Values

CONTINUATION SHEET - Schedule of Values
Consultant's Payment Request

The Consultant's Payment Request, containing the Consultant's signed Certification, is attached.
Use the final columns on contracts where retainage is applicable.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
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<th>M</th>
<th>N</th>
<th>Q</th>
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</thead>
<tbody>
<tr>
<td>CONSULTANT</td>
<td>DESCRIPTION OF WORK</td>
<td>SCHEDULED VALUE</td>
<td>METHOD - L/E or H/E</td>
<td>WORK COMPLETED PREVIOUS APPLICATION</td>
<td>WORK COMPLETED THIS APPLICATION</td>
<td>TOTAL AMOUNT INVOICED TO DATE</td>
<td>% COMPLETE NTP</td>
<td>% CONTRACT UNTIL</td>
<td>REMAINING BALANCE</td>
<td>THIS INVOICE RETAINAGE HELD</td>
<td>THIS INVOICE RETAINAGE RELEASED</td>
<td>TOTAL TO DATE RETAINAGE HELD</td>
<td>TOTAL TO DATE RETAINAGE RELEASED</td>
<td>APPROVED FOR PAYMENT</td>
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</tbody>
</table>
EXHIBIT G
Weekly Time Sheet
(Must Contain the Following Information)

<table>
<thead>
<tr>
<th>DATE</th>
<th>SUN</th>
<th>MON</th>
<th>TUES</th>
<th>WED</th>
<th>THUR</th>
<th>FRI</th>
<th>SAT</th>
<th>TOTAL HOURS</th>
<th>MULT</th>
<th>RATE</th>
<th>TOTAL AMOUNT</th>
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</thead>
</table>

**Description of Services Performed**

<table>
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<tr>
<th>SUN</th>
<th>MON</th>
<th>TUES</th>
<th>WED</th>
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<th>FRI</th>
<th>SAT</th>
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</thead>
</table>

Total

62
# CBE MONTHLY UTILIZATION REPORT

**MONTHLY (CBE) UTILIZATION REPORT**

<table>
<thead>
<tr>
<th>Contract #:</th>
<th>Contract Amount</th>
<th>Date Form Submitted</th>
<th>Project Completion Date</th>
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<tr>
<th>Prime Contractor</th>
<th>Period Ending</th>
<th>Amt. Paid to Prime</th>
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<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Telephone#: ( )</th>
<th>Fax#: ( )</th>
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</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 Complited to Date</th>
<th>Amount Paid This Period</th>
<th>Amount Paid To Date</th>
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</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.
EXHIBIT I
CERTIFICATION OF PAYMENTS TO SUBCONTSULTANTS AND SUPPLIERS

Contract No. __________________________ |
Project Title ________________________________ |

The undersigned CPM hereby swears under penalty of perjury that:

1. CPM 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>
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<tbody>
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</table>

Dated ____________, 20__ -----------------------------------------------

CPM

By __________________________

(Signature)

By __________________________

(Name and Title)

STATE OF ________________________________

COUNTY OF ________________________________

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

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

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: __________________________

(Serial number, if any)
EXHIBIT J

CBE FINAL UTILIZATION REPORT

FINAL (CBE) UTILIZATION REPORT

Contract #:
Contract Amount:
Date Form Submitted:

Project Description:
Project Completion Date:

Prime Contractor:
Period Ending:
Amt. Paid to Prime:

Contact Person:
Telephone#: ( )
Fax#: ( )

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>
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</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 K**

**SCHEDULE OF CBE PARTICIPATION**

---

**BROWARD COUNTY**

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**SCHEDULE OF COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR PARTICIPATION**

<table>
<thead>
<tr>
<th>SOLICITATION NUMBER:</th>
<th>PROJECT TITLE:</th>
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</thead>
<tbody>
<tr>
<td>PRIME CONTRACTOR NAME:</td>
<td>ADDRESS:</td>
</tr>
<tr>
<td>PHONE:</td>
<td>FAX:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME</th>
<th>ADDRESS and PHONE NUMBER</th>
<th>SERVICES/WORK TO BE PERFORMED</th>
<th>CBE? (Y/N)</th>
<th>SUB-CONTRACT AMT (% OF TOTAL BASE BID)</th>
<th>SUB-CONTRACT AMT ($)</th>
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<tr>
<th>TOTAL BASE BID² $</th>
<th>TOTAL PROPOSED CBE SUBCONTRACTS² $</th>
<th>BIDDER'S PROPOSED CBE PARTICIPATION² %</th>
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I hereby certify that the above is a true reflection of proposed subcontracts, and that said firms shall be contracted to work on the trades specified and/or supply materials and/or equipment for this project. I have included a properly executed letter of intent for each CBE firm mentioned in this schedule with our response.

<table>
<thead>
<tr>
<th>Name and Title of Authorized Representative</th>
<th>Signature</th>
<th>Date</th>
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² Forms to be completed and signed by the bidder/offer. Use additional sheets if necessary.

² To be provided only when the solicitation requires that the bidder/offer include the dollar amount to be bid.

² Total proposed CBE participation (%) divided by bidder's total base bid times any exclusions specifically mentioned in the solicitation, or total of all CBE Participation (%) if dollar amount is not required.
EXHIBIT L

NOT USED
EXHIBIT M
TRAVEL AUTHORIZATION REQUEST

TRAVEL AUTHORIZATION REQUEST FORM

BROWARD COUNTY AVIATION DEPT FLL — AIRPORT DEVELOPMENT

RLI/RFP NO. ______________ TITLE ________________________________

CPM NAME ________________________________

TRAVEL AUTHORIZATION NO. ____________ PURCHASE ORDER NO. ____________

CONSULTANT OR SUB FIRM NAME ________________________________

EMPLOYEE NAME ________________________________ PROJECT COST CODE ___400__________

PURPOSE OF TRIP:

__________________________________________________________

__________________________________________________________

DATE ______________ DATE APPROVAL REQUIRED __________________

LENGTH OF TRIP IN DAYS ______

CITY/STATE OF ORIGIN ________________________________

DESTINATION: FT LAUDERDALE, FL ARRIVAL DATE ______________

RETURN FROM: FT LAUDERDALE TO ________________________________

DEPARTURE DATE ______________

<table>
<thead>
<tr>
<th>ESTIMATED EXPENSES</th>
<th>UNIT</th>
<th>ESTIMATED/ REQUESTED</th>
<th>ACTUAL/ RECEIPTED</th>
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<td>ROUNDTTRIP</td>
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<tr>
<td>HOTEL</td>
<td>DAY times</td>
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<tr>
<td>MEALS</td>
<td>DAY times</td>
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<tr>
<td>TAXI</td>
<td>MILE times</td>
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<td>COMPACT RENTAL CAR</td>
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<td>MILEAGE</td>
<td>MILE times</td>
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<td>OTHER (PARKING, TOLLS, AIRLINE OR HOTEL CHANGE FEE)</td>
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TOTAL

Project Manager Approval (Print/Sign Name) __________________ Date_________________________

Construction Administrator Approval (Print/Sign Name) __________________ Date_________________________

Total Requested Approved Amount $ ________________________________
EXHIBIT N

DETAILED SCOPE OF SERVICES

PROJECT DESCRIPTION

A. GENERAL PARAMETERS: The Terminals 2 and 3 Modernization Project will be managed in a phased approach. The Staffing Plan developed for each Work Authorization will be based upon the functional needs to the specific task defined. The following sections generally describe the Project, intended scope of work and the team members relative to the Projects. Each work authorization will have its specific scope of services, and staffing plan and negotiated fee.

1. PROJECT DESCRIPTION

The Construction Project Manager (CPM) will manage the construction contracts for the Terminal 2 and 3 Terminals Modernization Project,

Terminal 2 Modernization: Phased construction of Terminal 2 which includes new restrooms, concessions, hold rooms, new ATO layout configuration. Modifications to the exiting lanes for passengers, which will allow a more efficient travel to baggage level for luggage retrieval. Way finding throughout the terminal.

Terminal 3 Modernization: Phased construction of Concourse 'E' and 'F' at Terminal 3 which includes new restrooms, concessions, hold rooms, new ATO layout configuration. Modifications to the exiting lanes for passengers, which will allow a more efficient travel to baggage level for luggage retrieval. Way finding throughout the terminal.

Utilities: Multiple utilities will be required to be relocated or enhanced to service the T2 and T3 projects. These include but are not limited to FPL, Data/Communications (both BCAD & provider), TECO gas, water and wastewater.

2. PROJECT TEAM

The County's Capital Improvement Program (CIP) for Terminal Modernization must be completed within specific time frames and budget requirements. CPM will provide support to BCAD and will interact with BCAD consultant noted below:

Gresham, Smith and Partners, (GSP) Architect of Record for Terminal 2 and 3 Modernizations.

The CIP's Projects are in various stages of development, planning, and implementation. The CPM will be responsible for fulfilling all of its obligations and responsibilities as set forth in this Contract following issuance of a work authorization Notice to Proceed (NTP). The CPM shall not be responsible for the status of the work, prior to the time CPM receives applicable work authorization NTPs.

BCAD requires CPM to coordinate and direct the Construction Project Manager team for the Terminal 2 and 3 Modernization Project. A scope of work for these services is more fully defined as set forth. The CPM team shall be dedicated to BCAD on a full time basis as required per each Work Authorization task. CPM shall report directly to the Contract Administrator, (CA) or CA's designated representative...

3. ROLES AND RESPONSIBILITIES

3.1 Construction Project Management Services.

The CPM shall control, manage, and provide contract administration services for the overall construction work to facilitate completion of each construction contract as part of the Project within the Program Schedule developed by the CPM and within the construction cost budgets for each Project. CPM shall also be responsible for quality acceptance of the construction work in accordance with the construction and procurement contracts it manages and in accordance with the BCAD provided PMP.

3.1.1 Site Management Support. The CPM shall staff and manage the Project with key personnel. CPM to establish who are the individuals at executive level and also the qualified individuals that will be assigned to the project per the specific scope of services within the Work Authorization. This may include Resident Engineer(s), Inspector(s), Estimator(s), Scheduler(s), QA/QC Manager, Office Engineer(s), Document Control Technician(s), and Administrative Staff.

3.1.2 Pre-Construction Support. The CPM shall provide technical support and participate in pre-bid, pre-award and pre-construction meetings. The CPM shall coordinate pre-construction meetings to acquaint construction contractors with operations contacts at the Airport, applicable procedures for interfaces, (in accordance with the PMP, airport security requirements and guidelines for early submittal requirements and mobilization efforts. The CPM shall identify long lead requirement items that may impact bid and overall project timeframes.

3.1.3 Contract Monitoring Services. The CPM shall monitor all Project contracts and ensure that the scope of services and deliverables are in compliance with the contracts identified in Section A.1, including third party contracts and coordination with any tenant projects associated with the project.

3.1.4 Site Logistics. The CPM, during pre-construction, shall coordinate the availability of temporary project facilities, staging areas, equipment, materials and services for common use of contractors. The CPM shall coordinate maintenance of traffic (MOT) plans with contractors for BCAD approval.

3.1.5 Submittals. All submittals will be submitted to the CPM for its action. Upon receipt of any submittal by a contractor, CPM shall log, review and distribute to the proper reviewer such as Design Professional (DP), or other reviewing entity, and indicate whether the submittals are in general compliance with the contract. CPM shall maintain a submittals, shop drawing, sample file, and log for each contract, utilizing a Prolog system.

Deliverables: The CPM shall maintain submittal registers, submittals, and shop drawing logs for each bid package utilizing Prolog.
3.1.6 **Document Control.** The CPM shall use Prolog System and SharePoint Document Control System to administer the Work. All project correspondence and documentation, including meeting minutes, letters, issues, hot lists, RFIs, Submittal Tracking, drawing logs, closeout logs, punch lists, change order tracking, invoice tracking, daily reports, field orders, non-conformance reports, etc. will be managed using these systems. Hard copy documents will be sent to BCAD document control for cataloging and storage.

3.1.7 **Construction Project Management Plan (CPMP).** The CPM during pre-construction shall follow and implement the BCAD Program Management Plan (PMP) and its policies and procedures, and coordinate with BCAD, Design Professionals, and other Consultants per the PMP as it relates to Contractors and construction contracts.

The CPM shall utilize the Program Management Plan (PMP) to develop a Construction Project Management Plan (CPMP) and will follow the procedures set forth in the PMP for the administration of the Work.

**Deliverables:** The CPM shall submit the CPMP to the BCAD.

3.1.8 **Requests for Information (RFIs).** All contractors RFIs will be submitted to the CPM for their action. The CPM shall log, review for completeness and distribute as necessary and expedite RFI responses for all contracts for which the CPM is responsible. Technical questions will be referred to the appropriate DP. Administrative and contract related questions will be referred to the appropriate BCAD Project Manager. Any contractor suggested solutions to RFI questions should be included with the RFI for consideration by the DP. All queries related to contractor’s scopes of work, and coordination of work will be responded to directly by the CPM, except in cases where there is a specific issue regarding coordination with projects outside the CPM’s project boundaries or airport operations; in which case the RFIs should be directed to the appropriate BCAD Project Manager. The CPM shall maintain an RFI log for each contract, utilizing a Prolog system.

**Deliverables:** The CPM shall maintain RFI logs, responses, and closure of all RFIs utilizing Prolog system.

3.1.9 **Mock-ups.** The CPM shall review all required mock-ups for general compliance with the contract documents. If a deviation from the contract documents is observed upon review of the mock-up the CPM shall notify the contractor in writing of such deviations and request corrective action. Upon agreement by the CPM that the mock-up is in general compliance with the contract documents the CPM shall coordinate with the DP of record for field review and required acceptance.

3.1.10 **Regulatory Agency (ies) Inspection Coordination.** The CPM shall provide coordination between contractor(s), and regulatory agencies, or authorities having jurisdiction (AHJ) during construction, and at the time of final inspection for certificates of occupancy/completion. Special inspections by the CPM may be included in work authorizations.

**Deliverables:** The CPM shall provide reports documenting the resolution of AHJ issues.

3.1.11 **Contractor Evaluations.** The CPM shall develop documentation throughout the work and provide feedback and supporting documented information by the Substantial Completion date of each Project for the County’s Contractor performance evaluations.
Deliverables: The CPM shall provide completed evaluations of contractors to the BCAD PM prior to Final Completion by the contractor.

3.1.12 Daily Reporting. The CPM shall provide reporting services documenting the daily activities of the contractor (as per the contractor's schedule) and subcontractors in order to monitor and track contractor's QA/QC, safety requirements, compliance with plans, codes, and specifications, and adherence to schedules. Daily reporting must include location of work, issues observed with site conditions or quality of workmanship, deviations from permitted plans and specifications.

Deliverables: The CPM shall provide weekly compilation of the construction daily reports listing quantities and acceptance of as-built work, in accordance with the PMP.

3.1.13 Permitting. The CPM shall monitor, track and assist with all project related permits or licenses, and maintain a log. When necessary and as directed by the CA, the CPM shall provide assistance for procuring any permits or regulatory agency licenses required for the Project that are not the responsibility of any other design professional, contractor, or subcontractor. CPM shall document work installed without permits and shall not approve pay application amounts associate with the unpermitted work.

Deliverables: The CPM shall provide a permit/agency licenses log and issue resolution log in accordance with PMP.

3.1.14 Punch list Inspection. The CPM shall conduct an inspection and prepare its own punch list for the contractor to correct deficiencies in the work necessary to allow the work to comply with the Contract.

3.1.15 Warranty Inspection. The CPM shall conduct an eleven month warranty inspection of the various Work Packages. For certain Work Packages more than one warranty inspection should be expected as a result of phasing of the project.

Deliverables: The CPM shall provide a written report to BCAD of the elements of the work that are or are not meeting the warranty requirements.

3.2 Safety

The CPM shall be responsible for monitoring, in coordination with the Owner Controlled Insurance Program (OCIP) Administrator and Safety personnel, OCIP broker, contractor's safety precautions and programs. CPM shall notify BCAD and OCIP broker in writing of instances of noncompliance with the contractors' safety program apparent during CPM's inspection. CPM's responsibilities for review and coordination of construction safety programs shall not extend to direct control over contractors or any persons not directly employed by CPM.

3.2.1 Owner Controlled Insurance Program Assistance. The CPM shall support BCAD, as directed, with the administration of the County's Owner Controlled Insurance Program. The OCIP Insurance Manual, (dated November 16, 2010, as amended 08/16/2013), is available at http://www.broward.org/Purchasing/Documents/ocipmanual.pdf, and is incorporated by reference.

3.2.2 Safety Program. The CPM shall provide monitoring and reporting of contractors' safety programs. The CPM shall evaluate contractors' compliance with its approved safety plan.

3.2.3 Safety Support. The CPM shall serve as liaison between BCAD, and OCIP broker.

3.2.4 Safety Training. The CPM shall coordinate the review of the contractor's safety programs with OCIP broker. The CPM shall participate in safety-training seminars.

3.2.5 Safety Monitoring. Each contractor and subcontractor is responsible for project safety; CPM shall monitor construction sites on a daily basis with the purpose of assisting OCIP broker with implementation of the OCIP Safety Manual. The CPM shall record its observations as part of its daily inspection report and provide to OCIP broker upon request. The CPM shall have authority to stop work if conditions that could endanger life or property are observed, and shall immediately notify BCAD of such conditions. The CPM shall also support, as directed, OCIP broker in conducting any accident and incident investigations.

The CPM shall verify proof of enrollment of all OCIP designated projects participants (contractors and subcontractors), into the County's OCIP program, prior to the commencement of any project or their presence on a construction site.

3.3 CPM's Monthly Summary Progress Report.

The CPM shall prepare a monthly summary progress report (Monthly Report) consisting of a summary of the CPM's work performed. The Monthly Report shall also include a summary of the CPM's contract finances, issues affecting the CPM, potential amendments to the CPM's Agreement, photographs of the progress of the work, and a summary of the CPM's Staffing Plan schedule, in a format that is approved by BCAD. Such format may be changed to improve the quality of the report. The Monthly Report shall be submitted with each pay application. Submittal of the Monthly Report is a precondition of the approval of the pay application.

4. PROJECT CONTROLS

4.1 Schedule Verification and Schedule Conflict Resolution.

The CPM shall review and monitor individual contract schedules and work breakdown structures (WBS) throughout the Project duration for compliance and compatibility with each contractor's schedules. The CPM is required to use P6 scheduling software. If conflicts arise during the review, CPM shall recommend alternatives to minimize conflicts, and resolve conflicts.

The CPM shall evaluate the contractor's proposed Baseline Schedule and recommend changes to address deficiencies or incorrect schedule logic. The CPM shall negotiate the final Baseline Schedule, to include all contract milestone dates, with the Contractor. CPM shall recommend for approval to BCAD Project Manager the Contractor's Baseline Schedule.

Deliverables: Once contractor schedules have been submitted, no later than the 15th of the following month, the CPM shall provide BCAD monthly schedule analysis utilizing P6. The analysis shall include notice of projected impacts to the schedule and recommendations for potential schedule mitigation when the impacts are the result of BCAD actions leading to delay.
4.2 Schedule Control for Contractor Change Order/Claims.

The CPM shall review all submitted contractor schedules for Change Order and Claim work. CPM shall evaluate impacts to all schedule activities.

Deliverables: In conjunction with Change Management tasks identified in Paragraph 5.1.2, the CPM shall provide BCAD schedule analysis utilizing P6. The analysis shall include notice of projected impacts to the schedule and recommendations for potential schedule mitigation when the impacts are the result of BCAD actions leading to delay.

4.3 Project Schedule Development.

Following issuance of a work authorization Notice to Proceed, the CPM shall develop an overall master schedule based on BCAD and stakeholder needs and maintain an overall detailed Level 3 project schedule which integrates as they become available all the individual contract schedules from each of the contractors associated with the Project. CPM shall continue to update this schedule as new contractors are awarded contracts and submit schedules. This schedule will be the basis for coordination of the work. The schedule shall be in a format fully compatible with Primavera P6 (Level III minimum). The CPM's schedule shall not incorporate cost or resource loading.

Deliverables: No later than 40 calendar days after the Notice to Proceed, the CPM shall provide BCAD with the overall master schedule that shows the integrated project schedule for BCAD approval and changes or revisions to the schedule.

CPM shall administer the contract provisions for approving contractor invoices in accordance with Baseline Schedule requirements.

4.4 CPM's Monthly Project Progress Reports.

During construction the CPM shall review and evaluate each and every contractor's monthly progress reports, and evaluate the contractor's progress schedule using approved schedule software. The CPM shall identify any deviations from established contract schedules, budgets and any other performance metrics. The CPM shall submit a written report summarizing the deviations identified and comment on any contractor proposed action plan(s) to mitigate deviations to BCAD. The CPM Monthly Report shall also include information regarding change management, safety, quality, RFI's, submittals, issues and issues resolution, and progress photos.

Deliverables: No later than the 20th of the following month, CPM shall provide BCAD with monthly reports summarizing the contractor's performance and deviations in schedules, budgets, and performance metrics.

4.5 Project Document Control.

The CPM shall manage the receipt, distribution, filing, archiving, and timely retrieval of all Project and CIP related documents and correspondence in accordance with the PMP. The CPM shall use Prolog system and SharePoint Document Management system for all document control functions. Prolog and SharePoint access will be allocated to the CPM based on need and with BCAD's approval. The CPM shall work exclusively within BCAD document control environment, using the Program's standard reporting templates, for all project deliverables, as identified in the PMP.

4.6 BCAD Security Support.
Ensure that all BCAD, FAA, and Department of Homeland Security, security regulations are maintained on site. Ensure the provision of security between contractors, where multiple Contractors are working in the same area, on the Aircraft Operations Area (AOA), or in areas of the AOA that have been opened to accommodate the work; challenge security credentials as required, review and challenge vehicle placarding, and audit security company invoices. Additionally, act as liaison with BCAD security, and conduct or participate in training of CPM staff as required by the work authorization scope. The CPM will serve as signatory for their staff. The contractors will act as their own signatory. The CPM will monitor contractor security requirement conformance.

4.7 Security Gate Access.

During the course of construction, the CPM shall coordinate access of various contractors at both its temporary and final locations. Evaluate escort procedures and improvements recommended by contractors to improve deficiencies in contractor's procedures.

4.8 Cost Management / Cost Control.

The CPM shall monitor construction costs and report to BCAD costs and any variances between actual costs and approved budgets identify potential cost overruns, and projected under-runs, in accordance with contractors approved schedule of values. The CPM shall report funding levels, commitments, and costs to date, potential and approved change orders in the monthly progress report. Using these cost items; CPM shall determine the, Estimate at Completion (EAC) and trending reports (i.e. monthly cash flow).

In conjunction with cost estimating, the CPM shall assess cost savings alternatives in coordination with the project DP, as applicable, to resolve any variances and reduce costs. The CPM shall notify BCAD Project Manager in writing with recommendations for appropriate action.

The CPM shall utilize Prolog system for all contract and change management functions in accordance with the PMP. Design estimating functions performed by the CPM shall validate Architect’s estimates during the design phases. The CPM shall utilize an industry standard cost estimating software to perform these functions. CPM shall include applicable soft costs and BCAD contingencies, based on the level of design completed.

4.9 Data Management.

The CPM shall utilize, (industry standard description, not to be confused with BCAD PMIS), procedures, software, and network systems, to track project schedules and costs. These systems include, but are not limited to:

- Document Control System
- Prolog (Field Administration & Cost Management)
- Primavera P6 version 7 (Schedule Management) or compatible
- Microsoft Office
- AutoCAD

5. ADMINISTRATION OF CONTRACTS

The CPM shall provide administrative, management and related services to coordinate the work of multiple contractors with the activities of BCAD, and DP.

The services of the CPM are not intended to replace or duplicate the responsibilities and obligations of
the Architects, Engineers, Contractors engaged by or through the County. The CPM shall be entitled to rely upon the accuracy and timeliness of the services of BCAD's other Consultants.

The CPM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, procedures, etc. in connection with the work of each of the contractors and the project as a whole, since these are solely the Contractor's responsibility under the Contract(s) for Construction. The CPM shall not be responsible for a contractor's failure to carry out work in accordance with respective contract documents except as otherwise provided for in the Agreement.

5.1 Claims Avoidance, Claims Management and Change Order Analysis.

5.1.1 Claims Management. The CPM shall provide claims management including: review of construction contract claims, evaluate the basis for claims, determine if the claims have merit in accordance with the contract, analyze claim amounts and requests for additional time based on impacts to the project Baseline Schedule. The CPM shall recommend the appropriate negotiation strategies to the CA and participate in settlement negotiations. The CPM shall maintain a claims register, indicating the current status of each claim. Projects will have a Dispute Avoidance Panel (DAP), which will be administered by the CPM.

Deliverables: The CPM shall provide BCAD Project Manager a notice within 10 working days of receiving a claim, with an analysis as to merit. The CPM shall maintain a claims register, a copy of each claim analysis, including negotiations and claims mitigation strategy recommendations.

5.1.2 Change Order Management.

Upon receipt of notice of a changed condition by the contractors, the CPM shall evaluate the contract requirements and determine if the contractor complied with the contract provisions. The CPM shall log each notice by contractor and complete the evaluation within 14 calendar days. The CPM shall provide written recommendation of merit to the BCAD Project Manager.

Upon finding that the contractor complied with the contract change requirements regarding merit, the CPM shall immediately evaluate the condition and provide recommendation to the BCAD Project Manager to address or mitigate the condition.

As directed by BCAD or stipulated in the work authorization the CPM shall do independent construction cost estimates based on BCAD approved cost data sources and Time Impact Analysis associated with all construction change orders, CPEAMS, work authorizations, and any other construction or potential changes. Estimates must be performed prior to evaluating the contractor's change request. CPM shall evaluate the independent estimate against the contractor's change proposal and reconcile the differences before recommending approval by the BCAD Project Manager.

Deliverables: The CPM shall provide to BCAD Project Manager a finding of merit of the proposed change order, condition report, recommendation for mitigation, and construction cost estimates and time adjustment for each proposed change. Approval and processing of the change order will be through the BCAD Project Manager.

The CPM shall also provide BCAD Project Manager a monthly change order evaluation log with the CPM's monthly report.
5.2 Contract Monitoring Assistance.

The CPM shall support BCAD, DPs, and specialty consultants during pre-construction and construction with contract monitoring activities associated with all projects. Contract monitoring shall show the status of the Contractors' compliance with the contract documents. These activities shall include, but not be limited to review, confirm, monitor, response(s) (as required), and preparation of track/logs of the following:

5.2.1 All Prime (Contractor and Subcontractor) Specialty Licenses/Certifications are in accordance with the agreement and meet the requirements of Regulatory Agencies.

5.2.2 Status of all Long Lead Items.

5.2.3 Regulatory Agency Permits are obtained in a timely fashion to meet any and all deadlines of the project schedule.

5.2.4 Sources of construction materials are in accordance with the Agreement and Regulatory Requirements

5.2.5 Maintenance of Traffic (MOT) plans are approved by BCAD Operations, implemented and maintained.

5.2.6 National Pollution Discharge Elimination System (NPDES) requirements are implemented and maintained.

5.2.7 Inspections or monitoring of specialty items are properly scheduled, conducted and results recorded in accordance with the Agreement and Regulatory requirements.

5.2.8 Construction work areas and staging areas are planned out and properly maintained.

5.2.9 Contractor implements the approved safety plan.

5.2.10 Critical activities are properly coordinated.

5.2.11 All project related issues are brought forth timely, options for resolution are adequately investigated and resolutions are enacted to close any issue.

5.2.12 Timely review of all contractor issued documentation comprised of but not limited to: RFI's, Submittals, Meeting Minutes, Test Results, As-Built Information, Reports, and Closeout information.

5.2.13 Quality of Products and Materials meet or exceed the requirements of the Agreement and Regulatory Agencies.

5.2.14 Coordination and scheduling of Regulatory Agency inspections comprised of but not limited to: Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), United States Department of Homeland Security (USDHS), South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP), and Broward County Environmental Protection and Growth Management Department (BCEPGMD).
5.2.15 Non-Conformance Report items/issues are remedied in full conformance with the Agreement and Regulatory Agency requirements.

5.2.16 Check and log all contractor insurance certificates.

Deliverables: The CPM shall provide: • License/Certifications Log • Equipment and Material Receipt Log • NPDES Reports Log • Non-Conformance Issue(s) Log • RFI Log • Submittal Log • Test Results Log • Non-Conformance Report (NCR) Log/Journal • Insurance Certificate(s) Verification Log

5.3 Operations and Maintenance (O&M) Reviews.

Subsequent to DP review/approval and in conjunction with BCAD’s Maintenance Division, the CPM shall review final O&M submittals for conformance to the contract documents and provide final recommendations for BCAD acceptance of all O&M related documents. CPM shall document all training of BCAD staff as required by the O&M Manuals.

Deliverables: The CPM shall provide BCAD with recommendations for the O&M program, training log and coordinate the distribution of accepted O&M manuals to BCAD.

5.4 Start-Up and Training Coordination.

The CPM shall provide commissioning authority. Coordinate and monitor facility/equipment start-up planning and operational tests in accordance with the established facility commissioning guideline provided through the contractor. Coordinate new facility occupancy, and new facility/equipment training of BCAD and tenant personnel. Coordinate with BCAD and tenant maintenance personnel to witness start-ups. The CPM shall arrange for corrections of any deficiencies discovered during start up or training. The CPM shall collect and maintain all documents, manuals, and warranties for turnover to BCAD at Substantial Completion. CPM shall participate in BCAD lead Operational Readiness planning to ensure opening of facilities.

Deliverables: The CPM shall deliver to BCAD the project specific commissioning plan, test results, nonconforming and punch list reports. The CPM shall coordinate and track attendance at BCAD personnel training sessions, and transmit training videos to BCAD.

5.5 Contract Closeouts.

The CPM shall prepare the closeout checklist in order to confirm receipt of all deliverables, finalize all change orders and claims, and determine final quantities for final payment and contract closeouts. The CPM shall submit to BCAD written notice of completion when work has been completed for each contract or phase.

All as-built documentation will be produced by the Contractor; the CPM will have the responsibility to receive, review for completeness, and transmit these documents to BCAD Project Manager as required by the Agreement.

Deliverables: The CPM shall provide BCAD with the completed contract closeout checklist, including punch lists, O&M and training manuals, and warranty checklists.

5.6 Project Documentation and Meetings.

The CPM is responsible for providing daily progress inspection reports in Prolog. The CPM shall submit
written reports into Prolog daily, including information on each contractor's work, the percentage of completion, and work effort(s) expended in the performance of authorized changes to the scope of work. Daily construction records for all contracts shall comply with FAA requirements as applicable.

When directed through a work authorization prior to Contractors beginning a Work activity on any phase of Work the CPM shall coordinate, in the presence of the contractor, the creation of a video showing the existing conditions of the surrounding work site and staging area. The video will be date stamped and contain any necessary audio narration to document any defective or damaged areas associated with the Project. The CPM shall coordinate with BCAD's photographic Consultant to provide a copy of the video to the contractor to acknowledge concurrence of the existing conditions by contractors. The CPM shall maintain the documentation and provide a copy to BCAD in a format acceptable to BCAD.

In addition, the CPM shall manage the weekly progress meetings and record and prepare the minutes in Prolog. Managing the meetings will include scheduling and locating meeting rooms, preparing agendas, leading the meetings, preparing the meeting minutes and distributing all meeting minutes within five (5) working days of each meeting. The CPM shall attend partnering meetings and any other meetings as required by the CA.

The CPM shall maintain files of as-built documentation for all projects managed by CPM and review for accuracy and completeness. Transmit all final project documents to CIP Document Control.

5.7 Contract Invoices.

The CPM shall review and certify in the time allotted, for approval by BCAD, construction contract payments in accordance with BCAD Pay Application Process Checklist and PMP. Review contractor's schedule of values and change order work for completion and accuracy. Certify completion of work, including review of contractor's monthly progress reports, certified payrolls, on-site interviews (when applicable), and review of the condition of as-builts, as a condition of approving pay applications.

Deliverables: The CPM shall provide the BCAD with an invoice with attached checklist. The CPM shall provide a letter to Contractors documenting any modifications to submitted payment applications.

5.8 Inquiry Response.

The CPM shall assist BCAD in responding to all inquiries from bonding companies, auditors, and agencies having jurisdiction (AHJ) and Public Records Requests (PRR).

5.9 Bid Package Support.

Review bid packages from a construction feasibility perspective for BCAD. Verify constructible scope of bids, ensure projects are adequately portrayed and drawing requirements and specifications are clear and coordinated. Verify responsibilities are clear in terms of overall, quality control, quantity measurement, payment requests, and repair for damage. Ensure equipment specifications and warranties and close-out documentation are included, change order pricing procedures are identified, and applicable codes and standards are included.

Deliverables: The CPM shall provide BCAD with a summary for each bid package of gap analysis and omissions; recommendations for scope of work clarifications/changes. The summary or recommendations must be submitted to the BCAD within 10 working days of receipt of each document to be reviewed.

5.10 Design Errors or Omissions.
The CPM shall review design documents for all contracts to determine whether any changes during construction were the result of design errors or omissions.

Deliverables: The CPM shall provide BCAD with a log, which outlines all changes and claims associated with design errors or omissions, and shall be maintained for each project, in Prolog.

5.11 Commissioning.

The CPM shall manage and execute the CIP Commissioning Guideline services in full accord with ASHRAE Guideline 1-1996 or 0-2005 as applicable for all systems associated with the Terminals 2 and 3 Modernizations Gate Replacement, and assist and facilitate commissioning activities as performed by others, or as directed by the BCAD PM. The CPM shall provide a commissioning authority with experience on at least two (2) relevant projects. The CPM shall provide commissioning engineers with expertise relevant to contract requirements and to achieve contract schedules. Commissioning, shall be provided and shall include, but shall not be limited to:

- Develop the County's Project Requirements based upon BCAD guidelines? see above
- Update and maintain the project commissioning plan
- Develop contract specific commissioning plans
- Perform mid-point construction document reviews
- Develop system commissioning plans with contractor support
- Develop and maintain equipment logs in database format
- Witness and document pre-functional and functional tests
- Develop and coordinate County training
- Manage contractor commissioning effort

5.12 Leadership in Energy and Environmental Design (LEED®).

A Project goal is to achieve basic certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) green building rating system. The Project will be subject to the LEED certification process and procedures as determined by USGBC. The CPM shall employ staff accredited by USGBC to support and monitor the overall LEED certification effort. The CPM shall coordinate with the DP who will track and verify the work involved with the LEED certification process. As part of the LEED certification requirements, the CPM shall perform commissioning authority related services for providing a final comprehensive installation review of the equipment and systems.

5.13 Building Information Modeling (BIM)

During the course of the work the CPM shall monitor the contractor's data and information population of the base DP provided project model, and assure that the contractor is following the BCAD BIM Standard in the development of the model. The CPM shall provide BCAD with a monthly review and update of the contactors progress, and notify BCAD of any nonconformance to the project specifications and the BCAD BIM Standard. The CPM shall maintain software and equipment which will allow the CPM to review the progress of the model development. At the end of the project the CPM will make a recommendation of BCAD acceptance of the project model.

5.14 Dispute Avoidance Panel

The CPM shall coordinate with the project Dispute Avoidance Panel and upon request provide information, and project records. The CPM will provide the panel monthly update of the progress of the
work and other relevant data. The CPM shall coordinate meetings with the panel. The panel members will execute payment for service agreements through the CPM.

6. DESIGN RELATED SERVICES

6.1 Constructability Review.

The CPM shall perform design reviews in accordance with the Design Professional’s schedule of new and existing projects for constructible and biddable plans and specifications. The CPM shall review the plans and specifications selection of materials, equipment and systems for constructability and sustainability. In addition, CPM shall review that site conditions are well depicted, and limitations of the site are considered, phasing requirements have been assessed, and interdisciplinary coordination has been considered.

**Deliverables:** The CPM shall provide BCAD with a detailed written report containing items that could be improved for constructability or biddable purposes.

6.2 Attend Project Design Review Meetings.

During the design review process, under the guidance of the BCAD, the CPM shall identify potential construction alternatives and materials or systems selections, which would shorten the project schedules or reduce the construction costs. The CPM shall notify, in writing within 5 calendar days of each design review meeting, BCAD and PMO with recommendations for appropriate action.

**Deliverables:** The CPM shall submit to the BCAD a summary of potential construction alternatives, material or system selections.

6.3 Construction Document Review.

The CPM shall work in conjunction with BCAD to perform a review of all construction documents in accordance with the Design Professional’s schedule for completeness, consistency, clarity, and coordination with all contract documents. The CPM shall identify and report deficiencies in the documents, items lacking detail, ambiguities or conflicts which may be potential future claims, compatibility with other proposed work, including work by tenants, phasing of occupancy, and clear definition of work site and specific work interfaces with other contractors.

**Deliverables:** The CPM shall provide BCAD with constructability reports including completeness of construction documents, for each bid package.

7. QUALITY ASSURANCE/QUALITY CONTROL

7.1 Quality Management Plan Objective.

The Quality Management Plan (QMP) sets the quality policies and guidelines to be implemented and compiled with by all members of the BCAD team. Elements of the QMP correspond to the quality program elements described in the International Organization for Standardization (ISO) 9000:2000.

The CPM shall ensure that all Contractors and Subcontractors have their own Quality Assurance/Quality Control (QA/QC) programs in place. These quality programs will be submitted to BCAD for review. The CPM will assist BCAD in the implementation, maintenance and monitoring of the BCAD wide quality policies to ensure quality construction.
**Deliverables:** The CPM shall provide BCAD with reporting of QA/QC practices on a monthly basis.

7.2 QA/QC Management Responsibility.

The CPM shall designate a full time, dedicated representative, the QA/QC Manager, who shall have defined independent authority and responsibility for ensuring that the quality policy is implemented and maintained. The CPM shall also identify those persons responsible for the QA/QC function and define in writing the responsibility, authority, and interrelation of those persons.

7.3 Quality Acceptance Materials Testing (QAMT).

In general material testing will be provided by a BCAD contractor. A work authorization may authorize QAMT provided by the CPM shall provide professional engineering materials testing, special inspections, and related actions including preparing and approving field or lab test reports for the project. The services will include destructive and non-destructive testing. Special inspection services will include but not be limited to piling. This testing will be performed to determine the contractor's work complies with the contract documents for acceptance purposes and to meet permitting or grant requirements. All QAMT services provided in office, field, and lab shall be in full compliance with all applicable testing manuals, guidelines, and certified standards as referenced in the project plans and specifications.

7.3.1 Airside For all airside portions of the Project, the QAMT shall comply with all applicable technical specifications and special provisions developed by the? I (DP), all applicable FAA criteria and construction contract General Requirements including Part I, General Provisions, unless otherwise directed in writing by the BCAD. The QAMT personnel shall be qualified, trained, and thoroughly familiar with FAA's criteria, specification, and procedures in inspecting, sampling, testing, and reporting.

7.3.2 Building. The QAMT shall also provide inspecting, sampling, testing, and reporting in accordance with the Florida Building Code, and the National Fire Protection Association, and other applicable codes and regulations in effect as of the date of execution of the Agreement.

7.3.3 Testing and Inspection Procedures. QAMT Consultant testing procedures shall be developed conforming to the requirements as specified in the contract documents and in consultation with the DP. A list of personnel assigned to each portion of the work shall be identified. The approved testing procedures shall be executed to verify that the work complies with all applicable standards. Procedures shall also include documentation for receiving incoming products and in-process production inspection.

The contractor's Quality Control testing shall be used to perform all Quality Control tests required to show conformation with the contract documents. QAMT shall perform all Quality Acceptance tests required by the contract documents for purposes of accepting the work.

7.4 Testing Schedule.

The CPM shall develop and maintain testing schedules for each Project to include the listing of all tests and inspections required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable standard, and the acceptance criteria or tolerance permitted for each type of test within 30 calendar days in advance of the start of construction.
Deliverable: CPM shall provide BCAD with the Testing Schedule within 30 calendar days in advance of the start of construction.

7.5 Documented Quality Management.

The CPM shall ensure that all contracts with contractors include QA/QC requirements that comply with FAA's criteria, as applicable, Codes and Specifications, and the QMP. The CPM's QA/QC Program will be in accordance with the QMP and FAA Order 5100.38c and ISO 9000/2000 and other documents as applicable and as required by BCAD. The CPM's QA/QC Program shall be imposed on all of their Sub consultants, and suppliers.

The CPM shall have procedures in place for all activities affecting quality in construction, testing, and final acceptance procedures. The CPM will submit for BCAD review and approval within 30 calendar days of the CPM's NTP a QA/QC Program including necessary procedures, forms, organization charts and qualifications of key personnel. This document will be updated quarterly and content will vary depending on the status of the projects.

The CPM shall utilize Prolog, for the purposes of creating and submitting all QA/QC information and documents.

Quality procedures and instructions are to be reviewed by the parties involved in carrying out both Quality Assurance and Quality Control activities. The primary review and approval of QA/QC procedures will be the responsibility of the CPM QA/QC Manager.

Deliverables: The CPM shall provide BCAD with the QA/QC Program including procedures, forms, organization charts, and qualifications of key personnel.

7.6 Purchasing/Procurement.

The CPM shall confirm that the services or products purchased conform to the contract specified requirements.

The CPM shall be responsible for verifying spare parts supplied by the contractors for materials pursuant to each contract's requirements. The CPM shall coordinate turnover of spare parts to BCAD and storage of these as applicable.

Deliverable: Deliver to BCAD all spare parts required by contract documents.

7.7 Product Identification and Traceability.

The CPM shall establish measures to maintain, identify, and control items of production (batch, materials, parts, and components) to prevent the use of incorrect or defective or inferior items.

7.8 Inspection and Testing.

CPM inspecting and QAMT testing procedures shall be developed and executed as necessary to ensure quality complies with applicable standards. CPM developed procedures should be specified and implemented. Procedures shall include documentation for receiving incoming products and in-process production inspection. Deliverables: The CPM shall provide BCAD with CPM and QAMT procedures and test results documents.

7.9 Nonconformance and Corrective Action.
The CPM shall implement the procedures for nonconformance and corrective action set forth in the PMP. These include procedures for investigating the cause of nonconforming work and documentation of disposition of nonconforming work. Implement and record changes in procedures resulting from PMO approved corrective action. The CPM shall generate, monitor, track, resolve and bring to closure all NCR issues and provide monthly reporting.

**Deliverables**: The CPM shall provide BCAD with Non-Conformance Report(s) (NCR) as soon as the NCR is issued to the contractor.

### 7.10 Quality Records.

Procedures, consistent and compatible with BCAD document control system, shall be established by the CPM and maintained for quality records. These procedures shall identify which records shall be kept, the responsibility for production and collection, and the responsibility for indexing, filing, storage, maintenance, and disposition of quality records. Record retention shall comply with Florida Statutes.

### 7.11 Quality Audits.

The CPM shall cooperate with BCAD with periodic internal and external audits to be performed by BCAD to ensure that elements of the QMP are functioning as intended.

Quality audits serve as a tool to reinforce quality requirements and should address root causes of deficiencies during the audit. Responsible management personnel shall take timely corrective action on the deficiencies found by the audit.

### 7.12 Threshold Inspection Services.

When directed by a work authorization the CPM shall provide threshold inspection services in accordance with Section 553.79(5), Florida Statutes, and Florida Administrative Code Rule 61G15-35.003. A Special Inspector is required to perform structural inspections on threshold buildings in accordance with a structural inspection plan, developed by the structural engineer of record, in accordance with Florida Statutes Section 553.79(5), describing specific inspection procedures and schedules such that the building can be adequately inspected for compliance with the permitted documents. Inspections shall include shoring and re-shoring during construction. The law further states that special inspectors shall meet the requirements for qualification established by the Florida Board of Professional Engineers. A Threshold Building is defined in Section 553.71(7), Florida Statutes, as: Any building greater than three (3) stories or 50 feet in height, or a building having an Assembled Occupancy which exceeds 5,000 sq. ft. and has an occupancy content of greater than 500 persons.

**Deliverables**: The CPM shall provide BCAD all verification reports.

### 7.13 Verification.

When directed by in a work authorization, the CPM shall provide verification services on-site consistent with the daily activities of the contractor (as per the contractor's schedule) in order to assist in verification of quality assurance, compliance with plans, codes, and specifications, and adherence to schedules. As part of the CPM's scope of services, they will be required to provide field verification services including but not limited to: (1) (spot checks) of contractor's layout, (2) confirmation that contractor's activities are in accordance with all applicable guidelines with respect to the establishment of Geodetic Control, (3) necessary observations and measurements to verify payment quantities and acceptance of as-built work, (4) apron work and deliverables shall be in accordance with FAA Advisory Circular Number 150/5300-18B, General Guidance and Specifications for Data Collection and Geographic Information Systems.
(GIS), building codes, and applicable specifications.

8. CONTRACT DOCUMENTATION

The CPM shall be fully versed in all the terms and conditions of each of the construction contracts that are active within CPM's realm of responsibility and authority. If practices or procedures are observed that are inconsistent with a particular construction contract, the CPM will address the issue with the contractor and have it corrected. The contractor's or CPM's on-site management shall be notified of the incident as soon as practicable, with formal correspondence (NCR) to follow. The DP, CA and BCAD shall be copied on all such correspondence.

9. CIP PLANNING

The CPM shall when requested by the CA, support BCAD, on a contract-by-contract basis to provide planning and coordination, and to apprise BCAD, key stakeholders, and tenant operations of plans for construction, in order to minimize disruption from CIP activities.

10. CONSULTANT SERVICES TO BE PROVIDED BY OTHERS

The County will obtain the services, under separate contracts, of a variety of consultants including, but not limited to the following. The CPM shall be entitled to rely upon the accuracy and timeliness of the services of BCAD's other Consultants.

- Architectural and Engineering Consultants
- Environmental Consultants
- Planning Consultants
- Materials Testing Firm

11. TASKS

When determined by the CA, the various tasks listed below shall become effective by issuance of an individual Notice to Proceed for a negotiated work authorization. Other work authorizations may also be negotiated for specific tasks as requested by the CA to allow BCAD to meet the goals and objectives set for the Terminal Modernization Projects. The CPM shall not proceed to work on any Task until it has received a written Notice to Proceed from the CA for such work in the form of written work authorization. The Tasks are further described below. Each individual Notice to Proceed authorizing each Task may be negotiated as maximum amount not to exceed or a lump sum amount.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
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| 1    | **Terminal 2 Modernization**  
  Consist of all duties and responsibilities associated with the scope of work outlined. Construction Phasing, MOT, Constructability review and Cost Estimating. |
| 2    | **Terminal 3 Modernization**  
  Consist of all duties and responsibilities associated with the scope of work outlined. Construction Phasing, MOT, Constructability review and Cost Estimating. |
ATTACHMENT I
NONDISCRIMINATION REQUIREMENTS

I. NONDISCRIMINATION - 49 CFR PART 21 REQUIREMENTS

During the performance of this contract, the CPM/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 County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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(e) **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.

(f) **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.

(g) 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.

(h) 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 CPMS/CONTRACTOR AGREEMENTS:

1. SECURITY

Airport Security Program and Aviation Regulations.
CPM/Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to CPM/Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. CPM/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 CPM/Consultant/contractor observe these requirements. If required by the Aviation Department, CPM/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 CPM/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 CPM/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. CPM/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 CPM/Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of CPM/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 CPM/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, CPM/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 CPM/Consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the CPM/Consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, CPM/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 CPM/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 CPM/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 CPM/Consultant/contractor shall permit any employee of CPM/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 CPM/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 CPM/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 CPM/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 CPM/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. CPM/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, CPM/Consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the CPM/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 CPM/Consultant/contractor or by any subconsultant/subcontractor.

(d) CPM/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.

2. **PROHIBITED INTERESTS**

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

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

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

3. **RECORDS**

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

4. **PROTECTION OF RECORDS**

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

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

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

6. **RIGHT TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the County. Information regarding these rights is available from the FAA and the County.
TRADE RESTRICTION CLAUSES TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS

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

a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); and

b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and

c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CPM/contractor or subCPM/subcontractor knowingly rendered an erroneous certification, the Federal Aviation administration may direct through the County cancellation of the contract or subcontract for default at no cost to the Government.
Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CPM/contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

   b. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

   c. If the termination is due to failure to fulfill the CPM's/contractor's obligations, the County may take over the services and prosecute the same to completion by contract or otherwise. In such case, the CPM/contractor shall be liable to the County for any additional cost occasioned to the County thereby.

   d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the CPM/contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the contract price shall be made as provided in paragraph b of this clause.

   e. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

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

10. **RESTRICTIONS ON LOBBYING**

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

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

CPM/contractor agrees to insert the foregoing provisions in any agreements between CPM/contractor or subconsultant/subcontractors engaged to provide services pursuant to this Agreement and all bidders/offerors/CPMs/contractors and subCPMs/subcontractors shall certify and disclose accordingly.

11. **PROMPT PAYMENT - FOR FEDERALLY ASSISTED CONTRACTS**

If this Agreement is funded by any federal grants, then CPM/contractor hereby agrees to pay its subconsultants/subcontractors and suppliers within ten (10) calendar days following receipt of payment from the County. CPM/contractor further agrees, if CPM/contractor has withheld retainage from its subCPMs/subcontractors, to release such retainage and pay same within ten (10) calendar days following receipt of payment of retained amounts from the County. This clause applies to both DBE and non-DBE subconsultant/subcontractors.

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

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

**CPM'S AGREEMENTS THAT INCLUDE CONSTRUCTION MANAGEMENT**

CPM/contractor shall provide to County an Engineer's Design Report, together with plans and specifications.

**AGREEMENTS FOR CONSTRUCTION**

1. **CONSTRUCTION MANAGEMENT PLAN**

Contractor shall provide to County a Construction Management Plan which shall include a Quality Assurance Report.

2. **VETERAN'S PREFERENCE (ALL CONSTRUCTION CONTRACTS)**

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam-era and disabled veterans. However, this preference may be given only where the individuals are available and qualified to perform the services to which the employment relates.

3. **CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS EXCEEDING $100,000**

Contractors and subconsultants/subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.
ATTACHMENT III

OVERHEAD COSTS FOR
ARCHITECTURAL, ENGINEERING, PLANNING and CPM
SERVICES FOR AIRPORT PROJECTS

Overhead Costs. Overhead costs include overhead on direct salary costs and general and administrative overhead.

(1) Labor Overhead. Overhead on direct salary costs includes sick leave, vacation, and holiday pay; unemployment, excise and payroll taxes; contributions for social security, employment compensation insurance, retirement benefits, and medical insurance benefits; and any other benefits customarily paid to or enjoyed by all employees. The allowable percentage for labor overhead allocable to a project is the ratio of (a) a firm's total direct labor overhead costs to (b) a firm's total direct salary costs (excluding overtime) for a given period, usually the average for the past 3 years.

(2) General and Administrative Overhead. General and administrative overhead includes the following indirect costs which are not directly attributable to specific projects:

   (a) Provisions for office, light, heat, and similar terms for working space, depreciation allowances or rental for furniture, drafting equipment and engineering instruments, and office and drafting supplies not identifiable to specific projects.

   (b) Taxes and insurance other than those included as salary cost, but excluding state and Federal income taxes.

   (c) Library and periodical expenses, and other means of keeping abreast of advances in engineering such as attendance at technical and professional meetings and subscriptions to trade, business, professional, or technical periodicals.

   (d) Executive, administrative, accounting, legal, stenographic, and clerical salaries and expenses (other than identifiable salaries included in salary costs and expenses included in reimbursable nonsalary expenses, plus salaries or imputed salaries of partners and principals) to the extent that they perform general executive and administrative services as distinguished from technical or advisory services directly applicable to particular projects.

   (e) Costs of memberships in trade, business, technical, and professional organizations.

   (f) Incentive compensation for management employees, cash bonuses, suggestion awards, safety awards, and incentive compensation based on production, cost reduction, or efficient performance are allowable to the extent that the overall
compensation is determined to be reasonable; and such costs are paid or accrued pursuant to an agreement entered into in good faith between the CPM and the employees before the services are rendered or pursuant to an established plan followed by the CPM so consistently as to imply, in effect, an agreement to make such payment. The allowable percentage for general and administrative overhead allocable to a project is the ratio of (a) all general and administrative costs to (b) total direct salary costs (excluding overtime) for a given period, usually the average for the past 3 years.