AGREEMENT BETWEEN BROWARD COUNTY AND RICONDO AND ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR AIRPORT PLANNING CONSULTANT SERVICES
RLI/RFP # R1277902P1

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

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

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

1.1 Airport means the Fort Lauderdale-Hollywood International Airport (FLL) and North Perry Airport (HWO), located in Broward County, Florida, as described in the Master Plan Update, including such additional property that may be acquired to implement development as described therein.

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

1.3 Board or Commission means the Board of County Commissioners of Broward County, Florida.

1.4 Contract Administrator means the Director of the Broward County Aviation Department, or his or her designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly designated as Contract Administrator in writing by the County Administrator.

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

1.6 County Attorney means the chief legal counsel for County appointed by the Board.

1.7 County Business Enterprise ("CBE") means a small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.
1.8 **Disadvantaged Business Enterprise** ("DBE") means as defined in Title 49 CFR Part 26 or other applicable federal law in connection with a contract which is funded in whole or in part from federal governmental sources as specified in Title 49 CFR Part 26 Sec. 26.3.

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

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

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

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

1.13 **Project** means Airport Planning Consultant Services

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

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

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

**ARTICLE 2. PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.
2.1 County has budgeted funds for the Project. It is anticipated that the Project may be eligible for State of Florida grant funds.

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

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

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

ARTICLE 3. SCOPE OF SERVICES

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

3.2 The Scope of Services does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in this Agreement, Consultant determines that work should be performed to complete the Project which is in Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written County approval is at Consultant's sole risk.

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

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

3.5 Licensing. Consultant represents that it and its subconsultants are experienced and fully qualified to perform the services contemplated by this Agreement, and that it and its subconsultants are properly licensed pursuant to all applicable laws, rules and regulations to perform such services.
3.6 **Knowledge and Skills.** Consultant represents that it and its subconsultants have the knowledge and skills, either by training, experience, education, or a combination thereof, to completely and competently perform the duties, obligations, and services to be provided pursuant to this Agreement and to provide and perform such services to County's satisfaction for the agreed compensation.

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

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

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

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

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

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

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

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

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

3.9.2.2.a Salary costs in effect at the time of negotiation for each Work Authorization shall remain in effect throughout the life of the Work Authorization, regardless of authorized Consumer Price Index (CPI) increases at the time of any amendment or Consultant's annual salary increases.

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

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

3.9.2.4 Any other additional instructions or provisions relating to the work authorized pursuant to this Agreement.
3.9.2.5 Work Authorizations shall be dated, serially numbered, and signed.

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

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES FOR DELAY

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

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

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

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

4.5 In the event Consultant is unable to complete any services because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of Consultant, or because of delays which were caused by factors outside the control of Consultant, County shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

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

These amounts are not penalties but are liquidated damages to County due to Consultant's inability to proceed with, and complete, the applicable tasks or services in a timely manner pursuant to the agreed upon Project schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Consultant to complete the respective phases or tasks within the applicable time for performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.11, Indemnification of County.

**ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT**

Absent amendment, the total cumulative amount authorized for all Work Authorizations issued under this Agreement to CONSULTANT may not exceed Four Million Five Hundred Sixty Thousand Dollars ($4,560,000) for labor and Two Hundred Forty Thousand Dollars ($240,000) for reimbursables, for a total maximum not to exceed Agreement amount of Four Million Eight Hundred Thousand Dollars ($4,800,000). The method of compensation to be paid under each individual Work Authorization shall be pursuant to one or a combination of the following:

5.1 AMOUNT AND METHOD OF COMPENSATION

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

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

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

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

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of $240,000.00 for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by County.

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

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

5.1.6 The dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, County's obligation to Consultant, but does not constitute a limitation, of any sort, upon Consultant's obligation to incur such expenses in the performance of services hereunder.
5.2 **SALARY COSTS.** The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and, 3) an operating profit margin, as set forth on Exhibit B. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within one hundred eighty (180) days after Consultant’s most recently completed fiscal year. If the certification for the most recently completed fiscal year is not available at the time of contracting, the certification shall be provided when it becomes available, provided however, Consultant certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting. If applicable, Exhibit B(s) shall be modified to reflect any reduction in the FAR audited overhead and fringe benefit rates from the rates provided at the time of contracting. The modified Exhibit B shall be effective retroactive to the date of execution of the Agreement, and if applicable, the Consultant shall reimburse the County for any overbilling.

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

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

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

5.2.4 The total hours payable by the County for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours in any week. In no event shall Consultant be paid additional compensation for exempt employees. In the event the work requires non-exempt personnel to work in excess of 40 hours per week (overtime), any additional hours must be authorized in advance, in writing, by the Contract Administrator. In such an event, Salary Costs for overtime hours shall be payable at no more than one and one half of the maximum hourly rate as shown on Exhibit B, adjusted by a multiplier reflective of applicable overhead and fringe costs, if any, and the agreed upon operating profit margin.
5.2.5 Consultant and any of its subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation (“FAR”) guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of the Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.2.6 The maximum hourly rates shown on Exhibit B are subject to change annually beginning on the second anniversary of the contract execution date and on each contract year thereafter upon written request thirty (30) days prior to the anniversary date by Consultant and approval by the Contract Administrator. Any increase in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series ID: CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100. Any changes to the hourly rates shall be set forth on an amended Exhibit B executed by the Contract Administrator and the Consultant.

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

5.4 **METHOD OF BILLING**

5.4.1 **For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1.** Consultant shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for
such reimbursable. Billings shall also indicate the cumulative amount of CBE/DBE participation to date. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant’s cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

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

5.5 METHOD OF PAYMENT

5.5.1 County shall pay Consultant within thirty (30) calendar days from receipt of Consultant’s proper statement, as defined by County’s Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. Where practicable, and upon request, County may make incremental acceptance of a portion of the work and release applicable retainage. No amount shall be withheld from payments for Reimbursables.

5.5.2 Upon Consultant’s satisfactory completion of any task or phase of the Project or within a Work Authorization, and after the Contract Administrator’s review and approval, and following receipt of all applicable deliverables, County shall remit to Consultant the amounts previously withheld. Final payment for the Project must be approved by the Director of the Broward County Purchasing Division.
5.5.3 Notwithstanding any provision of this Agreement to the contrary, the Consultant shall not be entitled to payment of any pay application unless the Contract Administrator is satisfied that the pay application reflects a level of effort and stage of completion of the respective deliverables that is in accordance with the schedules previously agreed to by the Consultant and the Contract Administrator, as set forth in Exhibit A, or in a Work Authorization.

5.5.4 Payment will be made to Consultant at:
   Ricondo and Associates, Inc.
   Attention: Accounting Department
   20 North Clark Street
   Suite 1500
   Chicago, IL 60602

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

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

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

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

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

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

6.4 Consultant may, at Contract Administrator's discretion, be authorized to perform the Optional Services delineated in Exhibit F, Optional Services, up to the maximum fee amount established for Optional Services under Article 5 and in Exhibit F. Any Optional Services to be performed by Consultant pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization" in accordance with this Article. Prior to issuing a Work Authorization, the Contract Administrator must provide the County Attorney's Office with the written description of the work to be undertaken as required by Section 6.4 and obtain a written concurrence from the County Attorney's Office that the work proposed to be performed pursuant to the Work Authorization is within the scope of services of this Agreement. Before any Optional Service that is contained within Section 5.1.3 and Exhibit F is commenced, Consultant shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Optional Service.

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

6.4.1.1 Any Optional Services Work Authorization that will cost County less than Thirty Thousand Dollars ($30,000.00) may be signed by Contract Administrator and Consultant.

6.4.1.2 Any Optional Services Work Authorization that will cost County at least Thirty Thousand Dollars ($30,000.00) but not more than $100,000.00 may be signed by County's Purchasing Director, and Consultant.

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

6.5 As provided in Article 9, each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value shall be reviewed by County for opportunities to include or increase CBE participation. Consultant shall demonstrate good faith efforts to include CBE participation in modified work and shall report such efforts to the Broward County Office of Economic and Small Business Development (OESBD).
ARTICLE 7. COUNTY'S RESPONSIBILITIES

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

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

ARTICLE 8. INSURANCE

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

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

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

8.3 Consultant shall provide to County proof of insurance in form of Certificates of Insurance and endorsements evidencing all insurance required by this Article within fifteen (15) days of notification of award. County reserves the right to obtain a certified copy of any policies required by this Article upon request. Coverage is not to cease and is to remain in force until final acceptant by County. County shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to County upon expiration.

8.4 County reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.
8.5 If Consultant uses a subconsultant, Consultant shall require subconsultant to name "Broward County" as an additional insured on any Commercial General Liability and the Business Automobile Liability policies.

ARTICLE 9. EEO AND CBE COMPLIANCE

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

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

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

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

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

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

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

9.5 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE participation goals stated in this Article 8. In addition, Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD, unless otherwise determined by the County Administrator. County shall have access, without limitation, to Consultant's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice.

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

9.7 The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.
9.8 By execution of this Agreement, Consultant represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Consultant all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

ARTICLE 10. MISCELLANEOUS

10.1 Ownership Of Documents

10.1.1 All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to County within fifteen (15) days of the receipt of the written request from the Contract Administrator or written notice of termination.

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

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

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

10.2 Termination

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

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

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

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

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

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

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

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

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

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

10.4 Public Records. County is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a contractor acting on behalf of the County pursuant to Section 119.0701, Florida Statutes, Consultant and its subconsultants and subcontractors shall:

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

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

10.4.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
10.4.4 Meet all requirements for retaining public records and transfer to County, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

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

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

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

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

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

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

10.7 No Contingent Fee. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, or to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.8 Subconsultants

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

10.8.2 Consultant shall bind in writing each and every approved subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 8 on Consultant’s subconsultants.
Broward County Risk Management Division, after taking into consideration the services to be provided by each of its subconsultants, will determine coverage necessary to protect the County's interests. Consultant shall require the proper licensing of each of its subconsultants and shall provide the insurance coverages as finally determined in the sole discretion of the Risk Management Division.

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

10.9 Assignment And Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the Board. Consultant shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.8. County shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance of this Agreement or any right or interest herein by Consultant without County's written consent.

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

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

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

10.13.1 The employees and officers of Consultant, its subconsultants, and the subsidiaries of Consultant and its subconsultants shall not, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he or she or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

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

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

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

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

10.14 **Amendments**. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
10.15 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Section. The parties designate the following as the respective places for giving of notice:

FOR COUNTY:
Mike Pacitto, Contract Administrator
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312

FOR CONSULTANT:
Pete Ricondo, P.E. Senior Vice President
1000 N.W. 57th Court, Suite 920
Miami, Florida 33126

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

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

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

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

10.20 **Independent Contractor; No Joint Relationship.** Consultant is an independent contractor under this Agreement. Services provided by Consultant shall be subject to the supervision of Consultant. In providing the services, Consultant or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of County.

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

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

10.23 **Materiality And Waiver Of Breach.** County and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

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

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

10.28 Payable Interest

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

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

10.29 Law, Jurisdiction, Venue, Waiver Of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

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BCF #403 (Rev. 01.02.15)
10.30 **Re-Use Of Project.** County may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from Consultant's professional services (including, but not limited to, reports, studies, analyses, surveys, or other documents and services as described herein and in Exhibit A, Scope of Services or a Work Authorization); and Consultant agrees to such re-use in accordance with this provision. If County elects to re-use the services, reports, studies, analyses, surveys, or other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will not be liable for any such re-use. The terms and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed by the parties in writing.

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

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

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

[Include Workforce Investment Program if applicable to Solicitation]

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

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County, Florida through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 23rd day of June, 2015, and Consultant, signing by and through its representative, duly authorized to execute same.

COUNTY ADMINISTRATOR ATTEST:
County Administrator and Ex-Officio Clerk of the Board of County Commissioners

Bertha Henry 4/23/15

COUNTY MAYOR or VICE-MAYOR:

Martin David Kiar 4/23/15

COUNTY RISK MANAGER:
Approved as to surety company qualifications, insurance requirements and insurance documentation.

Tracy Meyer, Esq. 5/7/15

COUNTY ATTORNEY:
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Aviation Office
2200 SW 41st Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-9292

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

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

Ricondo & Associates, Inc.
Name of Consultant

Pete Ricondo, P.E.
Senior Vice President
Print Name and Title of Signer

Witness
Date

Print Name
Date

Print Name
Date

Witness
Date

Print Name

Page 30 of 61
EXHIBIT A

SCOPE OF SERVICES
AIRPORT PLANNING CONSULTANT SERVICES

There are three task groups that comprise this Scope of Services. Listed under these task groups are services that cover the anticipated professional airport planning consultant needs of the Broward County Aviation Department (BCAD).

A detailed scope for each selected service will be developed upon direction from BCAD. A detailed fee proposal, and work schedule will be produced accordingly.

In addition, consultants may be asked to provide aviation related training, on-call or on-site staff support, or assist BCAD with other more general urban planning issues that may impact the Airport but are not necessarily aviation specific. Therefore, Task Group 3 will cover the general airport planning support, planning studies and issues that encompass the Airport as a whole (airside and landside), and finance and forecasting analysis for BCAD.

Task Group 1: Airside Planning Support Services

Task Group 1 is intended to provide BCAD with planning support relative to the airside facilities and operations at Fort Lauderdale–Hollywood International Airport (FLL) and North Perry Airport (HWO). Included in the list of services below are items that will address existing and expected future conditions associated with the airfields at both airports, including the extension of the South Runway (10R\28L) and associated enabling projects. This includes studies that are principally focused on the runways, the airspace, the taxiway system, ramp areas (interface with the terminal complex), and aircraft holding areas. Additionally, dedicated extension of staff support may be provided as required by BCAD to evaluate and manage work efforts by others.

Services under this category may also be authorized in concert with other category tasks for combined efforts such as; physical and operational planning with financial feasibility analysis, simulation modeling services, and planning initiatives that need to be coordinated with ongoing and proposed airport projects. The Consultant may be asked to provide review services relative to existing analyses provided to BCAD.

Airside planning support can entail a range of analyses aimed at meeting Federal, State and County regulatory requirements, and maintaining or improving the service provided to airport tenants and users. Planning studies can be focused on near, mid, or longer term needs. They can include evaluations of existing airport operations, assistance with the definition and evaluation of improvements to facilities and operating procedures, maintenance of operations, evaluation of tenant requests, assistance with requests from within various BCAD/County departments, maintenance, and coordination with Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), Florida Department of Economic Opportunity (DEO), and other agencies to respond to their requirements.

The scope of services listed below is not intended to be all inclusive of the work which may be performed. This generalized scope has been prepared so that responses will be written using a common base.
• Airside facilities and operations planning and support
• Airside simulations and support
• Airspace planning and support
• Construction phasing planning
• Obstructions analysis including survey
• TERPS and Part 77 Analysis
• Threshold siting analysis
• Analysis of actual flight track data
• Preparation of airspace drawings
• Independent review of FAA airspace determinations
• Assessment of FAA Air Traffic Control procedures including changes to flight tracks, utilizations, new technology applications (i.e. RNA V), Standard Operating Procedure (SOP) changes
• Coordination with staff at the local FAA ATCT and TRACON facilities
• Coordination with stakeholders
• Computer-Aided Design and Drafting (CADD)/Geographic Information System (GIS)
• Land use planning
• Utility infrastructure planning
• Demand forecasting
• LOI application support
• Environmental permitting
• Outreach program
• Airfield signage and marking support
• Taxiway and airfield nomenclature support
• Sustainability initiative analysis and support
• Airside Simulation Modeling Support
• Simulation of Existing Conditions
• Simulation of Alternatives
• General Airside Simulation Modeling Support

Task Group 2: Landside & Facilities Planning Support Services

The landside and facilities planning support task will serve BCAD’s needs relative to ground transportation and land use issues which can include Airport roadways, parking, rental cars, site analysis, public transportation studies, site planning, facilities studies and land use analysis.

Landside planning studies may involve analyzing current circulation issues, ways to manage/reduce congestion on existing roadways, utilization of parking facilities, as well as future needs.

Proposed near-term improvements to the airside and terminal complex may require modifications or improvements (physical or procedural) to the ground transportation system as well as analysis of the current facilities and infrastructure needs of the Airport. Long-term improvements proposed in the Master Plan may also necessitate further analysis of the ground transportation network and facilities/infrastructure requirements. Land use analysis may evaluate the highest and best use of property.

Facilities analysis will identify current and proposed facility needs. With rehabilitation and repair, the extension to the South Runway, and terminal improvements, BCAD will use the listed services to address any planning issues related to US-1, the I-595 and I-95 Corridors, Griffin Road, the FEC railroad, Perimeter Road, access to parking by passengers and employees, and Terminal 4 access issues. Landside studies may also be needed to plan for the transportation of cruise passenger traffic between the Airport and Port Everglades as well as multimodal transportation connectivity. Facilities planning, land use
analysis and site planning and analysis may also be provided to determine the best use of land and
determination of facility improvements.

Services may consist of providing support in the planning and implementation of landside improvements
including ground transportation analyses, airport roads, curb optimization and analysis, parking, land use
evaluation, rental car facilities and ground transportation centers.

Public, airport vehicle, and service access may be evaluated as a part of this effort. Physical, operational
and financial aspects of the various issues will be addresses as requested. Services may include short-term
and long-term development programs. Planning initiatives will be coordinated with ongoing and proposed
airport projects.

Critical issues identified during the last Master Plan Update effort include near term evaluation of curb
utilization, both in terms of physical layout and use, and in terms of airport policies regarding private
vehicle use, commercial vehicle use, access to parking, and taxi/limo pools and queuing. Also, parking for
employees, public, and staging of various support and courtesy vehicles require near-term analysis and
long-term phasing of use to accommodate progress on various anticipated projects.

Additionally, services may include analysis and coordination with the adjacent transportation network of
roadways, bike paths, waterways, and public transportation that may include future passenger rail service.

This task also provides BCAD with planning support related to the passenger terminal complex at FLL.
The components of the terminal complex include the terminal buildings and their internal functional
components such as ticketing, security, baggage handling, hold rooms, concessions, etc.; the aircraft gates
and how they interface with the airside system; and the terminals interface with the ground transportation
system including curb frontage, parking and other connections to ground transportation. Terminal
planning studies at FLL can include the development and evaluation of conceptual plans for existing and
future terminal space, development of tenant/terminal design guidelines, analysis of passenger flows
through the various functional areas, passenger level of service evaluations, development of future space
requirements to support various functions, airline space optimization analysis, gate utilization analysis
and maintenance of operations. These and other related issues may need to be analyzed in coordination of
the ongoing Terminal 4 redevelopment and expansion, the proposed renovation/upgrade of Terminals 1-3,
and other proposed master plan improvements. FLL will also need assistance with ad-hoc analyses that
arise as a result of requests from airlines, Transportation Security Administration (TSA) or other terminal
tenants regarding existing or future space needs.

Services may consist of providing support in the planning and implementation of terminal complex
analyses, renovations, and development. Services are anticipated to include short, mid, and long-term
development programs on single and/or multiple terminals. Functional areas of analysis may include
ticketing, security, holdroom, baggage system, baggage claim, passenger support facilities, airline
operations, airport operations, and concessions operations and configuration. Curbside
configuration/utilization as well as apron analysis and gate utilization issues may also be addressed as a
part of these services.

Planning initiatives will be coordinated with ongoing and proposed airport projects. The current Master
Plan identifies a near/mid-term scenario which will require continued analysis of the existing terminals to
maximize the life of these facilities to defer major capital expenses relative to terminal development.
Related airside and landside development will be addressed in the evaluation, as well as gate utilization,
terminal connectivity, international use, and coordination with current ongoing initiatives such as the in­
line baggage system development. New technologies, including common use systems, will be integral to
the evaluations undertaken in these analyses. Services provided in this Task Group include more specific
terminal project definition analyses and documents beyond what is in a typical Master Plan document. The goal of the terminal project definition analysis is to provide the design and development direction necessary to proceed with final design and coordination throughout development stages.

The scope of services listed below is not intended to be all inclusive of the work to be performed. This generalized scope has been prepared so that responses will be written using a common base.

- Terminal optimization analysis and planning
- Cruise Ship Check-in Operational Analysis and planning
- Gate Utilization Study
- Terminal facilities requirements, including detailed facility space programs and space numbering
- Advanced planning
- Facility concept analysis
- Conceptual terminal and concourse site plans
- Terminal envelope interface with airside and landside facilities
- Preferred concepts evaluation
- Coordination with the airlines
- Ticketing, security and baggage handling requirements
- Gate and hold room layout
- Gate, apron, and ramp layout including passenger boarding bridge requirements
- Conceptual design of floor plans for terminal facilities
- Interior layout, configuration, and passenger flow analyses
- Special terminal security and concessions analyses
- Federal Inspection Services (FIS) requirements, including U.S. Customs and Immigration services
- Concessions planning
- Computer simulations of terminal passenger flows
- Computer modeling of aircraft parking
- Computer simulation of aircraft movements on the apron and taxilanes
- CADD support
- Gate requirements modeling
- Gate surface marking evaluation and support
- Fuel hydrant placement evaluation and support
- Loading bridge analyses
- Jet blast analyses
- Terminal Program Development
- Terminal Project Definition
- Terminal Design Guidelines
- Tenant/Concession Design Guidelines
- Green/LEED building analysis and support
- Sustainability initiative analysis and support
- Airport access, circulation and frontage roadway planning
- Airport parking strategies
- Automated people-mover needs assessment and demand forecasting
- Busing analysis
- Commercial vehicle policy and procedures
- Commercial vehicle service contracting
- Customer surveys
- Dwell-time analysis
- Ground Transportation Comprehensive Analysis
- Multi-modal transportation facility planning, inter-agency coordination and support
- Rental car facility analysis and planning
• Roadway facility simulation and planning
• Signage, marking, wayfinding, and signalization studies
• Site development studies, including but not limited to Cargo, General Aviation, Administrative Offices, On-airport/Off-Airport and similar type of site plan and site specific studies.
• Site Development/Land Development design guidelines
• Space allocation of terminal curb fronts
• Traffic data collection
• Traffic demand forecasting and demand management planning
• Traffic noise studies
• Transportation project financing
• Transportation systems management planning
• Alignment studies
• Contingency/backup planning including busing analysis
• Environmental benefits assessment (i.e., emissions reductions, surface transportation/congestion reductions, ground noise reductions)
• Financial planning including PFC and multi-modal facility financing
• Hotel siting analysis
• Related support facilities analysis

Task Group 3: General Airport Planning Services

Through these tasks the Consultant will provide assistance to BCAD with general planning support and master plan implementation services not already covered in other tasks, on-call/on-site staff support, finance and forecast analysis services, sustainability initiatives support, and potential for aviation related staff training. The scope of services listed below is not intended to be all inclusive of the work to be performed. This generalized scope has been prepared so that responses will be written using a common base.

Services may include, but are not limited to:
• General site planning support
• Environmental planning support
• Development of Noise Contours
• Cargo and land use planning support
• General aviation planning support
• On-Call and On-Site staff support
• Security Master Planning
• CADD/GIS support
• Stakeholder coordination support
• Strategic Assistance Supporting Airline Approvals
• Support with integration of planning studies
• Third party review
• Assistance with integration of BCAD planning with Broward County planning studies, programs or initiatives
• Program or Project management support with plan implementation
• Assistance in software development and application
• Planning and development analysis and forecasts
• Airfield and airspace issues
• Passenger terminal development
• Parking, ground transportation and airport access roadways
• Preparation and interpretation of industry survey responses
• Environmental plans, including noise and environmental reviews and assessments
• Specialized noise compatibility and alternatives analysis
• Terminal project definition services
• Landside project definition services
• Conceptual designs and criteria development
• Outreach program
• Master signing plan
• Early Master Plan Implementation planning projects
• Concessions space planning and analysis
• Curb frontage and access analysis
• Design guidelines and standards
• Level of service evaluations
• Inter-agency coordination and compliance
• Environmental permitting and compliance
• Utility index, inventory and planning
• Environmental Analysis, including NEPA and due diligence
• Electronic ALP update
• Land Use and environmental planning and compliance, including noise
• Analysis and planning for:
  • Airport access roads
  • Parking and ground transportation demand, efficiency and operations
  • Terminal and facilities development
  • Land use planning
• Staff specialized training and support
• Zoning analysis
• Property acquisition analysis
• Utility impacts/needs
• Permitting
• Facility relocation/site planning
• Specialized staff training
• Comparable facility analysis
• Property Utilization Study (Highest and Best Use)
• Sustainability initiative analysis and support
• Finance and Forecast Analysis and support
• Market assessments or studies including but not limited to Cargo, General Aviation, or International Traffic
• Aviation demand forecast analysis
• Gate utilization, analysis and forecast
• Revenue enhancement analysis
• Financial planning model support
• Airline use and lease agreement planning assistance
• Cost center planning and analysis
• Financial Planning Traffic Forecast
• Capital Improvement Program (CIP) definition and decision support
• Guidance on renewal and replacement reserves and funding levels
• Capital project funding, including cash flow planning and funding source analysis
• Analysis of rates and charges and ratemaking methodologies
• Debt capacity and debt structure analysis
• Bond Issue support including but not limited to ASR Bond issues
• Review and interpretation of financial, legal and contractual documents
• Preparation of benefit-cost analysis based on FAA's BCA guidance
• Simulation modeling and other benefit assessments
• Cost estimating
• Federal grant assistance and strategy planning, including coordination with the FAA preparation of the Airport Capital Improvement Program (ACIP), for AIP Entitlement, Noise Discretionary, capacity discretionary and LOI grants
• TSA grant assistance for security infrastructure improvements
• State of Florida Department of Transportation (FOOT) grant assistance, including preparation of the Joint Airport Capital Improvement Program (JACIP)
• PFC application support
• PFC Noise Mitigation Bank strategy
• Financial feasibility analysis (for both debt issuance and policy decision support)
• Letter of Intent (LOI) applications
• Operating and maintenance (O&M) expense analysis
• "Life-cycle cost" analyses of planned facilities and renewal and replacement of existing assets
• Grant writing
• Airline approval support
• Budget preparation and rate-setting
• Economic impact study or analysis
• Assistance with Noise Mitigation and related issues
• Organization, management, and compensation studies, including salary surveys
• Rental car business planning, including services related to development and implementation of a rental car concession business plan
• Services related to development and implementation of a rental car operating and facility use plan
• Concessions financial analysis and lease\bid preparation
• Surveys of financial and business practices, revenues, expenses, debt, rates, and other matters
• Development of airline gate allocation assignment protocols
• Parking rate evaluations and surveys
• Assessment of new information technology tools and software
• Assistance in evaluating and enhancing customer service levels
• Temporarily assistance filling vacant staff positions
• Other matters affecting airport-airline business relations
• Other issues affecting long-term financial plans for airport development
• Other business or financial planning issues
EXHIBIT B
SALARY COSTS

Project No: RFP# R1277902P1
Project Title: Airport Planning Consulting Services
Consultant/Subconsultant Name: Ricondo and Associates, Inc.

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Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (131.80)%
FRINGE = HOURLY RATE X FRINGE (54.00) %
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (5.00)%

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

3.00
**EXHIBIT B**

**SALARY COSTS**

Project No: RFP# R1277902P1

Project Title: Airport Planning Consulting Services

Consultant/Subconsultant Name: Anthony Abbate Architect PA

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\text{FRINGE} = \text{HOURLY RATE} \times \text{FRINGE (00)% (See Above)}
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\text{PROFIT} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE}) \times \text{PROFIT (5.00)%}
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\text{MULTIPLIER} = \frac{(\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE} + \text{PROFIT})}{\text{HOURLY RATE}} \quad 2.21
\]
**EXHIBIT B**

**SALARY COSTS**

Project No: RFP# R1277902P1

Project Title: Airport Planning Consulting Services

Consultant/Subconsultant Name: Basulto Management Consulting, Inc.

### FILL IN POSITIONS AS APPLICABLE

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- **FRINGE** = HOURLY RATE X FRINGE (8.02) %
- **PROFIT** = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (5.00)%

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MULTIPLIER = \frac{(\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE} + \text{PROFIT})}{\text{HOURLY RATE}}
\]

\[
\text{Multiplier} = 3.00
\]
# EXHIBIT B
## SALARY COSTS

Project No: RFP# R1277902P1

Project Title: Airport Planning Consulting Services

Consultant/Subconsultant Name: Dickey Consulting Services, Inc.

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## FILL IN POSITIONS AS APPLICABLE

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FRINGE = HOURLY RATE X FRINGE (31.00)%
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (5.00)%

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

2.90
EXHIBIT B

SALARY COSTS

Project No: RFP# R1277902P1
Project Title: Airport Planning Consulting Services
Consultant/Subconsultant Name: Nova Consulting, Inc.

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Multiplier of 2.92 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (144.68)%
FRINGE = HOURLY RATE X FRINGE (33.30) %
PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (5.00)%

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

2.92
## EXHIBIT B
### SALARY COSTS

**Project No:** RFP# R1277902P1  
**Project Title:** Airport Planning Consulting Services  
**Consultant/Subconsultant Name:** PMG Associates, Inc.

### FILL IN POSITIONS AS APPLICABLE

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Multiplier of 2.21 is calculated as follows:

\[
\text{OVERHEAD} = \text{HOURLY RATE} \times \text{OVERHEAD} (110.00)\% \text{ (Safe Harbor Rate)}
\]

\[
\text{FRINGE} = \text{HOURLY RATE} \times \text{FRINGE} (00)\% \text{ (See Above)}
\]

\[
\text{PROFIT} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE}) \times \text{PROFIT}(5.00)\%
\]

\[
\text{MULTIPLIER} = \frac{(\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE} + \text{PROFIT})}{\text{HOURLY RATE}}
\]

\[
= 2.21
\]
## AMENDED EXHIBIT B

### SALARY COSTS

**Project No:**

**Project Title:**

**Consultant/Subconsultant Name:**

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Multiplier of X.XX is calculated as follows:

1. **OVERHEAD** = HOURLY RATE X OVERHEAD (X.XX)%
2. **FRINGE** = HOURLY RATE X FRINGE (X.XX)%
3. **PROFIT** = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (X.XX)%
4. **MULTIPLIER** = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE

---

**Consultant County**

Name/Title: ___________________________ Contract Administrator: ___________________________

Date: ___________________________ Date: ___________________________
EXHIBIT B-1
KEY STAFF

Ricondo & Associates, Inc.

<table>
<thead>
<tr>
<th>POSITION</th>
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<tr>
<td>1 Officer</td>
<td>Pete Ricondo, P.E.</td>
</tr>
<tr>
<td>2 Director</td>
<td>David Ramacorti, CM</td>
</tr>
<tr>
<td>3 Officer</td>
<td>Joseph M. Chang, RA</td>
</tr>
<tr>
<td>4 Officer</td>
<td>M. Allen Hoffman</td>
</tr>
<tr>
<td>5 Managing Consultant</td>
<td>Remy Lucette, PMP, CM</td>
</tr>
</tbody>
</table>

*Key staff job descriptions are attached.*
Key Personnel: Pete Ricondo, P.E.
Proposed Role: Officer-in-Charge/Project Manager

Job Title at R&A: Senior Vice President
Airport Planning Experience: 22 years
Years at R&A: 20 years
Educational Background: Bachelor of Science – Civil Engineering, Florida State University
Master of Business Administration, Florida International University
Area(s) of Expertise: Airport Master Planning; Strategic Planning; Terminal Planning

Qualifications and Experience: Mr. Ricondo has more than 22 years of experience in airport planning, programming, and conceptual design. His experience has been acquired through various projects at several large-hub and medium-hub commercial service and general aviation airports. He is a Florida-licensed, professional civil engineer and has served as Officer-in-Charge or Project Manager on numerous airport master planning studies and on-call airport planning consulting services contracts.

Mr. Ricondo has served as an on-call strategic planning advisor to Miami International, Dallas-Fort Worth International, and Orlando International Airports, as well as the Boca Raton Airport. In 2009, he authored, as the Principal Investigator, a Guidebook for Strategic Planning in the Airport Industry, funded through the Airport Cooperative Research Program being administered by the Transportation Research Board.

Mr. Ricondo possesses a unique and diverse background in the formulation of efficient and highly functional terminal building planning concepts, having served as a lead planner for the terminal redevelopment program at Jacksonville International Airport; the new terminal complex completed in 2005 at Southwest Florida International Airport; the completion of a project definition document for the redevelopment of the Central Terminal Facilities at Miami International Airport; and numerous terminal planning studies completed under the Master Plan Update for Tampa International Airport.

Mr. Ricondo is also relied upon for his Capital Improvement Program (CIP) planning and funding expertise, assisting airports prioritize their projects while leveraging their ability to maximize federal AIP, state and PFC funding based on his knowledge of FAA and FDOT funding eligibility and extensive experience preparing grant application and PFC application packages.

Similarly, Mr. Ricondo’s airport master planning experience is extensive. He has served as Project Manager for several master planning assignments for various commercial service airports, including: Master Plan Updates for Tampa International Airport – completed in 2006, Sarasota-Bradenton International Airport – completed in 2009, and Jacksonville International Airport – completed in 2011, Orlando International Airport – completed in 2014, and Miami International Airport – scheduled for completion on or before the middle of 2015. He has also served as project manager for general aviation
airport master plans for the Boca Raton Airport (one completed in 2004 and an update completed in 2011), and presently serves as the Officer-in-Charge for master plan studies being completed in the coming months for Opa-locka Executive Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport, and Vero Beach Municipal Airport.

Mr. Ricondo is committed to dedicating 100 percent of his time to providing airport planning services to BCAD and is in a position to do so since his current project commitments are nearing completing and scheduled to be fully complete on or before the second quarter of 2015.
### Key Personnel: David Ramacorti, C.M.

**Proposed Role:** Deputy Project Manager

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<td>Master of Business Administration (with concentration in Project Management)</td>
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<tr>
<td>Area(s) of Expertise:</td>
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**Qualifications and Experience:** Mr. Ramacorti joined R&A in 1996 following 3 years of airport planning and airfield construction administration consulting. He rejoined R&A in 2008 after a 3-year hiatus, during which time he served as Vice President of Aviation with a transportation consulting firm. His diverse aviation background was gained through various planning, environmental, and construction projects at several large commercial service and general aviation airports, and 7 years of continuous flight training. His extensive project management experience, combined with his technical capabilities as an aviation planner and commercial pilot, enable him to successfully manage large-scale planning projects and to provide on-call consulting services.

Mr. Ramacorti’s project experience includes airport master planning; terminal planning and programming; environmental impact statement (EIS) preparation; airfield and airspace analyses; benefit-cost analyses; Airport Layout Plan (ALP) development; airfield marking, lighting, and signage; and implementation planning. Currently, he serves as project manager for the Miami-Dade County’s Strategic Airport Master Planning Study, the Miami-Dade Aviation Department’s on-call planning services contract, and the Palm Beach County Department of Airports’ General Consultant Contract.

Since joining R&A, Mr. Ramacorti has conducted airport master planning studies for both general aviation and commercial service airports. His master planning experience includes developing inventory documentation, aviation demand scenarios, demand/capacity assessments, and facility requirements; evaluating development alternatives; and preparing ALP packages. Currently, he is managing the Strategic Airport Master Planning Study for Miami-Dade County’s system of airports, which include Miami International Airport and four general aviation airports.

Mr. Ramacorti has also provided general consulting planning services for a variety of airport sponsors. He has developed aircraft parking plans, assessed aircraft compatibility, analyzed helipad siting, assessed
airport traffic control tower (ATCT) lines-of-sight, assessed runway safety areas, analyzed obstructions to air navigation in accordance with Title 14 Code of Federal Regulations Part 77 (14 CFR 77) and the U.S. Standard for Terminal Instrument Procedures (TERPS), and evaluated aircraft rescue and fire fighting (ARFF) station emergency response routes. He has also analyzed siting and obstructions related to navigational aids associated with a runway extension.

His terminal planning experience includes the development of design day flight schedules, ramp charts, and terminal facility requirements for terminal program definition. Mr. Ramacorti also developed conceptual terminal configurations and provided airside planning services for terminal planning studies at Jacksonville, Miami, Newark Liberty, and Washington Dulles International Airports. He was part of the design teams for new terminal development at William P. Hobby and Reagan Washington National Airports, for which he developed aircraft parking plans, construction sequencing plans, ramp operational assessments, and pavement marking plans. Mr. Ramacorti also assisted with implementation of the Transportation Security Administration's security guidelines for airports, including planning for passenger security screening and in-line baggage explosives detection systems.
**Key Personnel:** Joseph M. Chang, R.A.  
**Proposed Role:** Subject Matter Expert, Terminal Facilities Planning Support

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<th>Job Title at R&amp;A:</th>
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<td>Years at R&amp;A:</td>
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| Educational Background: | Bachelor of Science – Architecture  
                      Master of Architecture – Urban Design |
| Area(s) of Expertise: | Terminal Planning; Airport Facilities Planning |

Qualifications and Experience: Mr. Chang has practiced architecture and planning for 34 years, with the past 27 years concentrated on airport facilities. He has broad, in-depth experience providing planning and design phase services for a diverse range of airport facilities, including passenger terminals, concourses, international arrivals facilities, baggage handling facilities, central plants, parking garages, ground transportation centers, automated people mover stations and maintenance facilities, flight kitchens, cargo buildings, and ground support equipment maintenance facilities.

Mr. Chang has been an active participant in several major capital development programs undertaken by the Metropolitan Washington Airports Authority. He directed an architecture/engineering team consisting of 23 specialty subconsultants engaged to design Terminal B/C at Reagan Washington National Airport. The design included 35 new jet gates, associated apron and underground fueling system, new elevated terminal curbside/roadway, new Airport Traffic Control Tower and Terminal Radar Approach Control (TRACON) facility, and an art program. Mr. Chang was instrumental in developing a long-range baggage handling systems study that provided a comprehensive concept for accommodating baggage handling requirements through a planning activity level of 41 million annual passengers; strategic planning for new concourse development; programming/concepts for more than doubling the capacity of the International Arrivals Building that opened in 2011.

Between 2000 and 2009, Mr. Chang served as principal terminal planner under an On-Call for the City of Atlanta Department of Aviation at Hartsfield-Jackson Atlanta International Airport where he was the “go-to" resource for determining facility performance, providing critical presentations on capital facility needs and priorities, and developing feasible permanent solutions or, in some cases, effective stop-gap responses to satisfy the most urgent requirements. Examples of planning projects completed by Mr. Chang at the Atlanta airport included planning for baggage automation and in-line screening, programming for a new international terminal complex and master planning for a new midfield satellite complex.
Mr. Chang was the Task Manager for the Terminal Modernization Program acting as an extension of staff for the Maryland Aviation Administration, Office of Planning and Environmental Services at Baltimore/Washington International Thurgood Marshall Airport, where he helped guide a concept that can be supported through incremental capital program expenditures, avoiding large-scale programs. Several key elements of the Program have been undertaken since its publication in 2011 by the airport including new checkpoint and airside connectors to support airline consolidations.

Internationally, Mr. Chang has been involved in terminal planning efforts to modernize and expand Manchester Airport, United Kingdom over the next ten years to add capabilities to accommodate 30 million annual passengers. A key challenge for Manchester Airport is supporting growth in three market sectors -- low cost, full service and charter, as this involves widely disparate aircraft mixes including A380 aircraft and different expectations for airport services from airlines and passengers. Key focus areas being addressed include terminal apron capabilities to support different aircraft configurations, advanced technologies that increase capacity while reducing capital improvements costs, and optimizing airline terminal assignments to balance demand among different terminals. Elsewhere in Europe, he was the Client Officer for R&A’s assistance to the Ukraine National Agency for Eurocup 2012’s development of three new airport terminals (Kiev, Lviv, and Donetsk) for the European football championships; and continuing airport development projects within the Ukraine. For various assignments, R&A used simulation modeling to recommend improvements to completed designs to meet UEFA (European Football League Association) performance requirements. Mr. Chang has similarly led terminal planning projects in the Abu Dhabi and Argentina. He was the Principal-in-Charge for On-Call Master Planning and Architectural Design Services for Aeropuertos Argentina 2000 SA (AA200), which was awarded the world’s largest privatization of national airports at that time. Under this services contract, he assisted AA2000 in fulfilling the technical requirements listed in the concession agreement with the national government, including development of Master Plans for 15 of the 32 airports privatized under the concession agreement; and architectural design and construction administration services that delivered a new Departures Hall for Terminal A at Ezeiza International Airport in Buenos Aires and landside facilities, including a multistory parking garage in under 14 months using a fast-track delivery method.

Within the United States, Mr. Chang is assisting airport operators in modernizing and improving international capacity. He was the project manager for the expansions of the Airside F Satellite Concourse at Tampa International Airport to accommodate greater numbers of simultaneous international arrivals by widebody aircraft that opened in 2013 and similar international capacity projects for Minneapolis-St. Paul International Airport (Terminal 1) and Houston’s William P. Hobby Airport. At Los Angeles International Airport he initiated the planning in 2013 for a new midfield satellite international concourse as the follow-on phase of redeveloping the Tom Bradley International Terminal featuring Airplane Design Group (ADG) V and VI aircraft terminal service; and in the same year was involved in the advanced planning for redevelopment of the Central Terminal at Miami International Airport.
Mr. Chang led R&A's development of guidelines to assist the aviation industry in evaluating options for renewing or replacing terminal facilities under a grant from the Transportation Research Board, Airport Cooperative Research Program. ACRP Report 68, Guidebook for Evaluating Terminal Renewal Versus Replacement Options, was published in 2012. In 2013, Mr. Chang was the project manager for R&A's team preparing the update to the Port Authority of New York and New Jersey's Terminal Planning Guideline that is intended to be used as an initial source of guidance for Port Authority staff, terminal operators and consultants engaged in developing programs terminal facilities.
Key Personnel: M. Allen Hoffman

Proposed Role: Subject Matter Expert, Landside Planning Support

Job Title at R&A: Vice President
Airport Planning Experience: 26 years
Years at R&A: 11 years
Educational Background: Bachelor of Science – Civil Engineering
Master of Science – Engineering (Transportation)
Area(s) of Expertise: Landside Systems (parking, rental car facilities, terminal curb front);
Ground Transportation Planning

Qualifications and Experience: Mr. Hoffman has over 26 years of experience in airport and multi-modal transportation planning, with emphasis on physical planning and operational analysis of airport ground transportation and parking facilities at over 45 large- and medium-hub airports. Key areas of experience include preparing demand forecasts and requirements, operational analyses, and physical layouts for airport roadways, curbsides, parking, and rental car facilities; parking revenue forecasts; alignment and station planning for airport automated people mover and rail systems; master and land use planning; and commercial ground transportation business arrangements and fees.

Mr. Hoffman is currently the lead planner responsible for the ground transportation and parking component of the Master Plan Update being prepared for Abu Dhabi International Airport. He was recently the landside task leader for on-call planning at Baltimore/Washington International Thurgood Marshall Airport and the landside task leader for a master plan update at Orlando International Airport.

Recently, Mr. Hoffman managed the traffic study for the environmental assessment for the Regional Intermodal Transit Center at Bob Hope Airport. He also managed the on- and off-airport traffic analyses prepared in support of the Los Angeles International Airport Bradley West Project environmental impact report (EIR) and the Central Utility Plant Replacement Project EIR. The on-airport curbside and roadway operational analyses were conducted using VISSIM micro-simulation to assess project-related traffic impacts within the central terminal area; the off-airport analysis was conducted to assess potential impacts of construction-related traffic on the off-airport roadway system. Mr. Hoffman also assisted in developing roadway access options and transportation planning to support the Specific Plan Amendment studies for Los Angeles International Airport.

As part of a comprehensive facility requirements study for Pittsburgh International Airport, he was responsible for assessing landside parking facilities and developing action plans to increase airport revenue and reduce airport operating costs. He was also responsible for developing roadway access and curbside concepts for the landside master plan prepared as part of the Dallas Love Field Modernization Program. This project included use of VISSIM to simulate future roadway and curbside system operations.
He also provided landside planning services to the Abu Dhabi Airports Company related to the planning and design of landside facilities for a new midfield terminal complex, expansion of existing facilities, and implementation of intermodal rail facilities at Abu Dhabi International Airport (United Arab Emirates).

From 2005 through 2008, Mr. Hoffman managed R&A’s on-call planning services contract for the Metropolitan Washington Airports Authority, responsible for both Washington Dulles International and Reagan Washington National Airports. He also assisted the Raleigh-Durham Airport Authority with design, technical specifications, procurement, and implementation of an AVI system for managing and billing commercial ground transportation.

Mr. Hoffman has served as project manager and key technical staff on traffic engineering and planning studies in support of the planning, design, and construction of landside facilities at numerous airports. Key tasks included roadway traffic forecasts, facility requirements, operational analyses, schematic plans, and terminal curbside analyses using both simulation and static models. He has provided these types of services for the airports serving Abu Dhabi, Anchorage, Baltimore/Washington, Boston, Burbank, Chicago O’Hare, Dallas, Denver, Honolulu, Las Vegas, Los Angeles, Memphis, Orlando, Phoenix, Raleigh-Durham, San Francisco, and Tampa.

He has prepared parking revenue and/or requirements forecasts for the airports serving Austin, Dallas, Denver, Detroit, Houston, Orange County, Memphis, Miami, Pittsburg, San Francisco, San Jose, Tampa, Tulsa, and Washington, D.C. (Dulles and National).

For Washington Dulles International Airport, Mr. Hoffman conducted a preliminary design study to develop conceptual plan and profile alignments, prepare order-of-magnitude cost estimates, and evaluate 13 alternative rapid rail alignments to serve the airport, which included consideration of tenant impacts, airfield operation disruptions, environmental impacts, and compatibility with existing and planned land uses. He has planned rail alignments or stations for the airports serving Abu Dhabi, Dallas, Memphis, Raleigh-Durham, San Francisco, and Seattle-Tacoma.

He served as project manager for commercial ground transportation management, commercial vehicle business arrangements and fees, and/or curbside operations studies for the airports serving Anchorage, Dallas, Fairbanks, Guam, Houston, Los Angeles, Ontario, Tampa, and Seattle-Tacoma. Mr. Hoffman has served as key technical staff responsible for the parking and ground access components of master plans, land use studies, environmental studies, and traffic studies for the airports serving Austin, Billings, Burbank, Las Vegas, Los Angeles, Nashville, Palm Springs, and Phoenix.

In 2010, Mr. Hoffman was co-author of Airport Cooperative Research Program (ACRP) Report 34, Handbook to Assess the Impacts of Constrained Airport Parking. In 2009, he served as co-author of ACRP Report 10, Innovations for Airport Terminal Facilities, for which he was responsible for the research associated with ground access innovations. Mr. Hoffman was also co-author of Intermodal Ground Access to Airports: A Planning Guide sponsored by the Federal Highway Administration and the FAA.
Key Personnel: Remy Lucette, PMP, C.M.
Proposed Role: Lead General Airport Planner

Job Title at R&A: Managing Consultant
Airport Planning Experience: 6 years
Years at R&A: 6 years
Educational Background: Bachelor of Science – Aviation Engineering
Master of Science – Aviation Engineering
Master of Science – Airport Management and Development
Area(s) of Expertise: Airport Master Planning; General Airport Facilities Planning;
Implementation Planning

Qualifications and Experience: Since 2010, Mr. Lucette has worked as the Deputy Project Manager for Miami International Airport’s Strategic Master Plan, where his tasks have included developing aviation activity forecasts, analyzing landside roadway and parking capacity and facility design, analyzing terminal capacity and facility design, participating in landside and airfield simulations, conducting airport tenant outreach, participating in presentations of the project to various public organizations, and organizing workshops with airport stakeholders. Mr. Lucette has worked on multiple on-call assignments for the Miami-Dade Aviation Department for the past 4 years and starting in 2013, he has served as the project manager for a 5-year on-call planning contract with the Miami-Dade Aviation Department. As the project manager, he supports the Planning Division with planning needs for Miami International Airport and the County’s 4 general aviation airports.

Mr. Lucette also serves as the project manager for the on-going Airport Master Plan update for the City of Vero Beach, a project expected to be completed in mid-2015.

Since 2012, Mr. Lucette has served as an adjunct instructor for the Miami-Dade College Eig-Watson School of Aviation where he has trained students on the subjects of airport facilities and financial planning and on the principles of airport management. His classes cover training on airport operations and administration management, and include master planning, airfield and terminal management, 14 CFR Part 139 certification, project financing, and legislative roles in aviation.

Since 2008, Mr. Lucette has assisted with a broad range of assignments for multiple large projects at Dallas/Fort Worth International Airport including the Vision of the Future, Realized (VFR 2030) planning project and the Central Terminal Area Strategic Plan. He assisted with coordinating landside project components, such as the redevelopment of the on-airport roadway system, an optimization of Terminal Link routes and parking garages; he also supported many on-call assignments, such as benefit-cost analyses using airline operational costs, busing operation improvements, benchmarking of airport capacity and cost per enplaned passenger, and capital improvement program enhancements.
Mr. Lucette has also prepared an apron benefit-cost analysis for Charleston International Airport, analyzed annual passenger surveys from the Boston-Logan International Airport, prepared a business plan for Boca Raton Airport, and completed planning assignments for the Palm Beach Department of Airports.

He joined Ricondo & Associates, Inc. (R&A) in 2008 as an intern while completing his Master’s degree in airport management and development. During his internship, he assisted in developing a land use inventory for Dallas/Fort Worth International Airport and served as a task leader for the development of forecasts and demand/capacity analyses for the Page Field (Florida) master plan update. He also conducted research for his thesis, which focused on improving short-term forecasting methods and automating the process.

Prior to joining R&A, Mr. Lucette completed an internship with the European Aeronautic Defence and Space Company (EADS) in Munich, Germany, where he participated in integrating several EADS systems into a global simulation system.
EXHIBIT B-1
KEY STAFF

Anthony Abbate Architect PA

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</table>

*Key staff job descriptions are attached.*
Anthony Abbate, AIA, NCARB, LEED™AP

Education
Master of Architecture, 1982, Washington University, St. Louis, Missouri
Bachelor of Science in Architecture, 1979, Catholic University, Washington D.C.
St. Thomas Aquinas High School, Fort Lauderdale, Florida

Professional Development Courses
How to Avoid Building Envelope Problems 2000. Harvard University GSD, Cambridge, Massachusetts
ADA-ADAAG Compliance 1994. Harvard University GSD, Cambridge, Massachusetts

Professional Registration
Leadership in Energy and Environmental Design (LEED™) Accredited Professional, 2007
Registered Architect, State of Florida, license number AR11825
Registered Architect, State of New York, license number 032057-1
National Council of Architectural Registration Boards (NCARB) certificate number 36428

Awards and Honors
Award of Excellence, American Institute of Architects, Fort Lauderdale Chapter, Las Olas Isles Residence, 2012
Award of Merit, American Institute of Architects, Fort Lauderdale Chapter, Home for Subtropical Living, 2012
Theoretical and Research Merit Award, Institute of Architects, Florida Association, Transit | Housing Oriented Redevelopment Pilot Study for Broward County, Florida
Award of Design Excellence, American Institute of Architects, Fort Lauderdale Chapter, 2006 – Broward County County-wide Community Design Guidebook
Award of Design Excellence, American Institute of Architects, Fort Lauderdale Chapter, 2006 – Portals to the Sea, Lauderdale By The Sea, Beach Shelters and Municipal Park structures
Award of Design Excellence, American Institute of Architects, Fort Lauderdale Chapter, 2001 – Ayutthaya Thai Restaurant
Award of Design Excellence, American Institute of Architects, Fort Lauderdale Chapter, 1999 – Broward House Education Center
Award of Design Excellence, American Institute of Architects, Fort Lauderdale Chapter, 1999 – Victoria Park Entrances
Award of Design Excellence, American institute of Architects, Fort Lauderdale Chapter, 1999 - Florida Keys Transit Greenway Proposal (Anthony Abbate AIA, and James Archer AIA)
Award of Design Excellence, American Institute of Architects, Florida Association, 1998 – Colee Hammock Townhouses
Design Award, American Institute of Architects, Fort Lauderdale Chapter, 1997 - North Lauderdale-Progresso District Overlay Plan (Anthony Abbate AIA, James Archer AIA, and KaIZER Talib AIA)
1993 AIA Florida President’s Award

Academic, professional and social affiliations
Tower Forum, Board Member. 2014-present.
1090 Foundation of the Rotary Club of Fort Lauderdale. Executive Board member. 2014-present.
City of Fort Lauderdale, Beach Redevelopment Board, Board Member 2012-2014, Board Chair 2014-present.
Business for the Arts Broward, Board Member. 2012-present.
City of Fort Lauderdale, Sustainability Advisory Board, Board Member 2010-2011
Rotary Club of Fort Lauderdale, Board of Directors, 2010-present.
City of Fort Lauderdale, Sustainability Advisory Committee, Chair 2009-2010
Broward County Cultural Council, Public Art and Design Committee, Chair 2009-2010
DOCOMOMO Florida. Founding board member, member. 2007-present.
Broward County Cultural Council – Chair 2007-2008
Vision Broward – Creative Task Force -2003
Broward County Cultural Affairs Council, Member 2001 – 2009
Rotary International, Rotary Club of Fort Lauderdale – Member 1999-Present
City of Fort Lauderdale, Board of Adjustment, Board Member 1996-2001
American Institute of Architects, National Disaster Relief Register, 1994-1997
Broward County Cultural Affairs Council, Public Art and Design Committee - 1995-1997
American Institute of Architects, Florida Association - State Director 1995-1997
American Institute of Architects, Fort Lauderdale Chapter - President 1994
Broward County Art In Public Places - Design Broward - Committee Member

Academic
Florida Atlantic University, Associate Provost for the Broward Campuses, 2011-present
Florida Atlantic University, Professor, School of Architecture, College for Design and Social Inquiry, 2011-present
Florida Atlantic University, Director, Broward Community Design Collaborative, College of Architecture, Urban and Public Affairs, 2006-2011
Florida Atlantic University - Associate Professor, School of Architecture – 2003-2011
Florida Atlantic University - Assistant Professor, School of Architecture – 1997-2003
Florida Atlantic University - Visiting Assistant Professor, School of Architecture -- 1996-1997

Published works

Research grants
Florida Atlantic University Division of Sponsored Research 10-411. Feasibility Study for the Transit Supportive Infrastructure and Land Use Study Mid-Town Plantation and SW Sunrise. Broward County, Florida. 2010-2011. $155,000.
Florida Atlantic University Division of Sponsored Research 09-637. Northern Broward County Mobility and Land Use Study Mid-Town Plantation and SW Sunrise. Broward County, Florida. 2010. $150,000.
Florida Atlantic University Division of Sponsored Research 09-490. Oakland Park Boulevard Corridor Study, Phase I. Florida Department of Transportation. 2009. $75,000.
Florida Atlantic University Division of Sponsored Research 509-490(A). Oakland Park Boulevard Corridor Study, Phase II. Florida Department of Transportation. 2009. $75,000.
Florida Atlantic University Division of Sponsored Research 08-189. Envisioning context sensitive design in Transit Housing Oriented Redevelopment Pilot Study. Broward Boulevard and SR-7 Corridors. Broward County, Florida. 2007-2008. $75,000.

Foreign language capacity
Fluent Spanish.

References
Upon request.
**EXHIBIT B-1**  
**KEY STAFF**

**Basulto Management Consulting, Inc.**

<table>
<thead>
<tr>
<th>POSITION</th>
<th>NAME</th>
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<tbody>
<tr>
<td>1 Principal</td>
<td>Jose Basulto</td>
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<tr>
<td>2 Senior Consultant</td>
<td>David P. Bjorneboe</td>
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</tbody>
</table>

*Key staff job descriptions are attached.*
Jose Basulto

Project Role
Leadership role for reporting of sources and uses of funds, contribute to Senior Management team meetings with unique healthcare leadership perspective.

Project Specific Experience:

Mr. Basulto is Founder and President of BMC, a Program Management firm. He has more than 25 years of experience in management and oversight of commercial, residential, infrastructure and institutional projects. He earned his MBA from Cornell University where he majored in Finance. Mr. Basulto is also a Certified Public Accountant in the State of Georgia, a Florida General Contractor and holds a Bachelor's Degree in Construction Management from Florida International University.

Over the past 14 years Mr. Basulto has managed many engagements and self-performed a significant portion of them. Some examples are included below:

- Provided ongoing program management services to the airport expansion program at Fort Lauderdale Hollywood International Airport since 2000. Also supervised scheduling, cost consulting and control, contract administration, and control reviews on this contract.

- Estimating, planning and scheduling services to the South Florida Water Management District including work on several Everglades Restoration Projects.

- Evaluated and provided recommendations for improvement to a broad range of budgeting, design and construction procedures for a large hospital in Washington D.C. As part of this engagement, also interviewed current and former employees as part of an effort to root out suspected kickback scheme by project management staff.

- Evaluated budgets and cost estimates for the Veteran's Administration on several Atlantic Coast Area hospital renovation projects.

- Validated contract documents including plans and specifications for a new regional hospital in central California.

- Evaluated change control procedures for two Phoenix area hospital refurbishment contracts. Provided strategic advice to client with regard to future contracting methods in order to minimize scope changes, architect errors and omissions, expediting charges and other sources of cost overruns.

- Performed an initial risk analysis engagement for a $300 million plus pharmaceutical plant design and construction project in the U.K. & Ireland. Jointly developed initiatives to address the issues identified in the initial engagement. Managed implementation of the initiatives including a senior management level team building program and ongoing project management oversight for the duration of the project. Developed and presented a monthly report to a high level steering committee throughout the duration of the project.

Years of Experience
26

Education

Intensive Accounting Principles, University of Southern California, Los Angeles, California, Leventhal School of Accounting, Summer 1997

B.S., Construction Management, Florida International University, Miami Florida, College of Engineering & Applied Sciences, 1985

Registration/Certification
CPA – State of Georgia
General Contractor – State of Florida

Membership
- Vice Chairman, South Broward Hospital District
- Habitat for Humanity, Board Member & Treasurer for Miami-Dade Chapter
- Pacific National Bank, Board Member
- Co-founder, Trustee Florida Velodrome Association
- Greater Hollywood Chamber of Commerce, Ex-Officio Board Member
- Leadership Hollywood Class XXXVII
- American Diabetes Association, Community Leadership Board
- Provided analysis of funding source variances related to an airport capital improvement program in Florida. This analysis was used to determine compliance with FAA, Florida Department of Transportation (FDOT) and PFC funding requirements.

- Provided services to the FDOT for the review of Joint Participation agreements funding both construction and operations for numerous grantees.

- Provided grant management, plans review, project inspection, and study analyses services to the FDOT through its existing Multi-Modal Support services task. These tasks include the preparation of Joint Participation Agreements (JPAs), project monitoring activities, invoice processing, project close-out activities, and field reviews for Transit, Aviation, Seaport, Miami Intermodal Center (MIC), and Automated Traffic Management Systems (ATMS) projects and programs.

- Provided financial assistant to FDOT District 6 analyzing the financial records of agencies, reconciling reimbursement data, completing and submitting the appropriate checklist for each grant with the information provided on the single audit reports as required to meet the Single Audit Compliance.

- Selected and testified as Expert Witness representing Miami Dade County as defendant in suit filed by Low Income Housing developer. Areas of expertise included cost accounting for construction projects and understanding of public funding / grant agreements.

- Selected as Expert Witness representing landlord as plaintiff seeking damages against tenant that built leasehold improvements without permits and in violation of building code.

- Developed a claim for additional cost for a General Contractor client that provided improvements for CSX Transportation at a rail station. Contractor successfully recovered a significant amount of client driven additional cost as a result of the claim we put together.

- Developed financial tracking model for the South Florida Water Management District to be used in managing their FEMA funded hazard mitigation projects. Provided ongoing oversight and tracking using the model for the C-4 (Sweetwater, Florida) basin program.

- Performed a break-even multiplier audit for a Construction Management contract in Europe, as a result of this audit, the client saved approximately $1.5 million in fees.

- Investigated root cause of a significant cost overrun on a construction project for a school district located in Florida. Identified several areas of weak controls that facilitated the cost overruns and provided recommendations designed to prevent future cost overruns.

- Evaluated the design, construction and financial reporting processes for a large fiber optic installation project in Brazil. Interviewed engineers involved in the various phases of design and installation of the system.

- Coordinated decommissioning of existing systems in petro-chemical refinery with client & plant operators for a large (OPEC member) state owned oil company. Managed and supervised fabrication and installation process of connections and returned systems to full operation upon completion of tie - ins. Resolved engineering issues related to pipe fabrication, spool installation, system commissioning, routing conflicts and pipe supports.

- Developed and maintained cost data for infrastructure projects including a tract of 210 new homes, new water & sewer service, new roads, a school renovation and electric service for plant operator housing in Venezuela. Monitored currency fluctuation effects of the Bolivar on contract prices.

- Managed construction of the Control room of Houston Lighting & Power's "Deepwater" power plant during retrofit in 1991 coordinating construction activities with plant engineers and Bechtel construction.
In addition, Mr. Basulto worked as a field engineer on a large petro-chemical expansion project in Venezuela and a tenant coordinator for a commercial developer. As a Managing Consultant at PricewaterhouseCoopers, he provided consulting services for various project owners and engineering and construction clients. His clients included the Washington Hospital Center, Banner Health, Bristol Myers Squibb and others.

Mr. Basulto provided services nationally and internationally to the transportation, aviation, healthcare, telecommunications, pharmaceutical, pulp and paper, petro-chemical and power generation industries in addition to other specialty construction areas. Mr. Basulto has traveled extensively for client work to countries in Europe and the Americas including the U.K., Ireland, Brazil, Venezuela, Colombia, Guatemala and Canada.

Prior to forming BMC, Inc. Mr. Basulto was a Managing Consultant with PricewaterhouseCoopers, a Field Engineer with M.W. Kellogg, a large international petro-chemical engineering and construction firm and a Project Engineer with McDevitt & Street.
David Bjorneboe
*Senior Consultant*

**Project Role**
Provide funding related guidance and oversight

**Years of Experience**
23

**Education**
BS - Aviation Business Administration, December 1991
Embry-Riddle Aeronautical University, Daytona Beach, Florida

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**Project Specific Experience:**

**SENior Consultant**
*Basulto Management Consulting – Fort Lauderdale, Florida*

Provide aviation, seaport, and transit consulting services to the Florida Department of Transportation (FDOT). Administer FDOT's grant program for Miami-Dade and Monroe Counties which provides approximately $60M annually for airport development. Represent the Florida Department of Transportation (FDOT) and assist airport sponsors in the preparation of airport master plans, airport layout plans, Part 150 studies/updates and Environmental Impact Statements. Review aviation components contained in local comprehensive master plans and insure compliance with FDOT guidelines, standards, and Florida statutes. Inspect airport construction projects in accordance with plans and specifications. Administer FDOT and FAA grant assurances.

**GENERAL MANAGER**
*Abaco Inn – Elbow Cay, Abaco, Bahamas*

2005-2009

Manage all activities of a 22 room resort with full service restaurant and bar including, 42 employees, maintenance, sales, and profit/loss controls. Coordinate, direct, and manage the hotel operation to ensure maximum profitability, guest satisfaction, and protect the financial viability of the property. Coordinate with various Bahamian government agencies to include airlift, construction permitting, hurricane preparation/recovery, and general transport issues

**ASSISTANT TO THE AVIATION DIRECTOR**
*Broward County - Fort Lauderdale, Florida*

2001-2005

Assist the Department Director in a wide range of administrative assignments including ensuring operational and administrative continuity and coordination among the divisions within the Aviation Department at Fort Lauderdale-Hollywood International Airport and North Perry Airport. Perform all legislative liaison functions. Administer activities related to Florida Department of Transportation (FDOT) and Federal Aviation Administration (FAA) grant programs including Passenger Facility Charge (PFC) and Letters of Intent (LOI) and preparation of Capital Improvement Program. Assist the Department Director in developing and implementing departmental policies, procedures, and programs. Plan, direct, and supervise the activities of professional and administrative staff. Represent and assist the Department Director at community meetings and various activities. Attend conferences and public and professional meetings and confer with local, state, and federal officials, contractors, consultants, vendors, civic leaders, and the general public. Assist in the coordination of departmental budgets and other finance related activities.

**AIRPORT PLANNER, MANAGER**
*Broward County - Fort Lauderdale, Florida*

1999-2001

Responsible for all planning activities at Fort Lauderdale-Hollywood International Airport and North Perry Airport. Developed and evaluated alternative layouts of airport facilities. Coordinated airport planning studies with various local, state, and national agencies and organizations including Environmental Impact Statement, Environmental Assessments, and Benefit Cost Analysis. Provided technical and managerial assistance to airport operations staff in interpretation and application of airport policies, standards, and criteria. Thorough knowledge of FAA and FDOT airport development and planning grant programs, PFCs, LOIs, airport operational design characteristics, FAA Advisory Circulars and ICAO standards on airport and heliport design, Air Traffic Control procedures and techniques, and Part 139 certification. Conducted obstruction evaluations and prepared FAA forms for on-airport development. Knowledgeable in airport land use and height hazard zoning including Chapter 333, Florida Statutes, “Airport Zoning”, including development of Airport Zoning ordinance. Managed and coordinated the installation of navigational aids with the FAA. Prepared annual 10-year Capital Improvement Program. Supervise a staff of five.
AVIATION PROGRAM ADMINISTRATOR 1996 -1999
State of Florida, Department of Transportation - Miami, Florida
Administered FDOT's grant program for Miami-Dade and Monroe Counties which provided approximately $25M annually for airport development. Represented the Florida Department of Transportation (FDOT) and assisted airport sponsors in the preparation of airport master plans, airport layout plans, Part 150 studies/updates, Environmental Impact Statements, and participated in the Continuing Florida Aviation System Planning Process. Reviewed aviation components contained in local comprehensive master plans and insure compliance with FDOT guidelines, standards, and Florida statutes. Conducted site feasibility inspections, reviewed applications, scheduled public meetings, and coordinated the site approval process with local jurisdictions for new airports/heliports. Conducted inspections of private and public airports/heliports to insure compliance with Federal Aviation Administration (FAA) and FDOT safety and design standards. Inspected airport construction projects in accordance with plans and specifications. Managed FDOT consultant responsible for aviation tasks and participated in consultant selection process. Administered FDOT and FAA grant assurances.

AVIATION PLANNER 1994-1996
Miami-Dade County - Miami, Florida
Prepared and supervised airport planning activities which included the formulation of complex planning studies and analyses at Miami International Airport, Homestead Air Reserve Base and five general aviation airports. Developed and evaluated alternative layouts of airport facilities. Coordinated airport planning studies with various local, state, and national agencies and organizations. Provided technical and managerial assistance to airport operations staff in interpretation and application of airport policies, standards, and criteria. Thorough knowledge of Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) airport development and planning grant programs, PFCs, LOIs, airport operational design characteristics, FAA Advisory Circulars and ICAO standards on airport and heliport design, Air Traffic Control procedures and techniques, and Part 139 certification. Conducted obstruction evaluations and prepared FAA forms for on-airport development. Knowledgeable in airport land use and height hazard zoning including Chapter 333, Florida Statutes, “Airport Zoning”. Managed and coordinated the installation of navigational aids with the FAA. Supervised staff.

ADMINISTRATIVE OFFICER 2 1993-1994
Miami-Dade County - Miami, Florida
Assisted in airport planning activities which included the formulation of the aviation elements for the Transportation Improvement Program, the Aviation Department's input to the National Plan of Integrated Airport Systems, and to the State of Florida's 5-year Work Program. Analyzed on-airport and off-airport construction and crane activities to determine their effect on aircraft operations, prepared FAA Form 7460-1 (Notice of Proposed Construction). Formulated complex phasing details for "safety during construction" plans. Coordinated with FAA the siting of air navigation aids and supporting facilities. Performed a variety of administrative duties associated with Federal Aviation Administration and Florida Department of Transportation airport development grant programs including preparation of pre-applications and applications for federal and state assistance, processing payment requests, preparing reports and summaries for grant closeouts. Participated in joint planning conferences with Aviation Department staff, Federal, and State officials.

AIRPORT OPERATIONS OFFICER II 1991-1994
City of Charlotte - Charlotte, North Carolina
Developed plans, procedures, and policies to enhance operations and safety. Assisted in planning and coordination of airport emergency preparedness exercises. Conducted inspections of airfield and associated airfield properties. Knowledge of airport operations, ramp practices, noise abatement procedures, FAR Parts 77, 107, 139, and FAA Advisory Circulars on planning criteria, safety during construction, aircraft noise methodology, and obstruction evaluation. First contact in all emergency situations and was responsible to determine the nature and location of problems, then to effectively communicate and direct resources accordingly. Directly and indirectly coordinated the activities of as many as 40 people.
**Dickey Consulting Services, Inc.**

<table>
<thead>
<tr>
<th>POSITION</th>
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<tbody>
<tr>
<td>1 Project Director</td>
<td>Sheryl A. Dickey</td>
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*Key staff job descriptions are attached.
Sheryl A. Dickey is a community and economic development professional with more than 30 years of experience and a track record of success in these areas. She brings a high level of energy and the ability to participate in a leadership or team member role to ensure successful completion of a wide range of projects.

Owned and operated by Sheryl A. Dickey, DCS is an economic development, project management, public relations consulting firm. The company and its associates provide services to public and private enterprises, coordinating, implementing and promoting projects related to economic and community development, project management, international trade/business development, housing, public relations, public involvement, and other marketing initiatives. DCS has been in business for seventeen years.

RELEVANT PROJECT EXPERIENCE

Jacobs-Florida Department of Transportation/ CBEWT Project
Supports client with the development of the overall project message, detailed public outreach, and a revised public involvement plan. DCS utilizes several traditional communication tactics to attract residents and business people alike to the public meetings. DCS executes comprehensive outreach via material development, e-mail alerts, radio broadcasts, print advertising, direct mailing, faxing and door distributions. Manage the necessary translation services to connect with diverse members of the impacted areas.

Corradino-FDOT/ I-95 PD&E Study
Developed advanced notification letters and fact sheets to distribute to agencies. Mailed letters for various scheduled meetings and workshops. Workshop preparation, including the creation of public notices, agendas, FAQ sheets, comment cards, questionnaires and evaluation forms. Adhere to sensitive timelines to execute news releases, distributions, and event reminders. Secure arrangements for facility and special equipment use.

FAU/Transit-Supportive Infrastructure and Land Use: Mid-town Plantation, Broward County Florida, Broward MPO
Coordination of stakeholder meetings as identified by the Metropolitan Planning Organization (MPO). Schedule date/time/location of meetings with the Cities of Sunrise and Plantation, Florida; coordinate attendees, record meeting discussions and provide summary reports.
TMD/BCT Comprehensive Operational Analysis Project
Provided consultancy and professional public awareness program to support and address the needs of Broward County Transit. Managed services that include the development and dissemination of collateral material, extensive database development; and meeting attendance. Provided a forum for participants to furnish input on system strengths and weaknesses to help frame policy issues and service development framework. Provided ride checkers to survey BCT bus passengers.

Kittleson/ Broward County MPO-Broward County 2030 Long Range Transportation Plan Update
Encouraged early and continuing participation by the public and the Community Involvement Roundtable in the update process for the 2030 LRTP by holding public workshops. Identify and include affected public agencies, representatives of transportation agencies, private providers of transportation and other interested parties impacted by the LRTP. Undertake explicit outreach efforts to reach the traditionally underserved such as minority and low-income populations in accordance with Federal Environmental Justice policies outlined in Executive Order 12898. Utilize communication tools consisting of direct mailings, web page on the Broward County website, advertisements, and newsletter.

South Florida Regional Transportation Authority/Tri-Rail EASY Card
Managed a 30-member street team at 17 Tri-Rail stations (Broward County, Miami-Dade County and Palm Beach County) for implementation of the EASY Card system. Responsible for overseeing proper implementation of program goals and ensuring a high level of work ethic among the street team. Scheduled and facilitated focus groups to gather passenger input. Compiled and analyzed that data and prepared a report of findings for the client.

Ricondo and Associates/Palm Beach International Airport (PBIA)
Conducted a formal audit of the DBE/SBE programs at PBIA and reported findings to the Airport. Provided on-call extension of staff professional services to monitor and report on Disadvantaged Business Enterprise (DBE) Program results.

Parsons/Fort Lauderdale-Hollywood International Airport Runway Expansion Project
Provide document control services for the project. Scan, validate and distribute documents to County staff, project team, and other pertinent parties.

AECOM /Port Everglades 2006 Master Plan Update
Assisted the Consultant with the Public Involvement Plan. Developed and distributed meeting notices; attended public meetings, workshops, and hearings; recorded public events and transcribed summary minutes for the client.

Other Related Areas: Document controls, construction inspections, DBE monitoring and compliance reporting, contract and finance negotiations, and accounting and invoicing.

BACKGROUND
For more than a decade, Sheryl A. Dickey served in a number of executive level community and economic development positions within the public and private sectors including Director of Economic and Community Development for Blockbuster Entertainment Corp (1994); Economic Development Department Director for City of Fort Lauderdale (1992-1994); Deputy Director of Economic Development for Toledo/Lucas County Port Authority (1990-1992); Director of Small and Developing Business Division of the State of Ohio Department of Development (1986-1990); Industrial Development Specialist for the State of Ohio Department of Development (1983-1986); and Assistant Director and Planning/Budget Manager for Portsmouth Inner City Development Corp (1980-1982). Dickey also served on the Portsmouth City Council as a City Council Member (1982-1983).
## EXHIBIT B-1
### KEY STAFF

**Nova Consulting, Inc.**

<table>
<thead>
<tr>
<th>POSITION</th>
<th>NAME</th>
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<tbody>
<tr>
<td>1  Senior Engineer</td>
<td>Rachel F. Farradaz, P.E.</td>
</tr>
<tr>
<td>2  Project Engineer</td>
<td>Ricardo Maristany, P.E.</td>
</tr>
<tr>
<td>3  Project Manager</td>
<td>Luis Lopez-Blazquez, P.E.</td>
</tr>
<tr>
<td>4  Chief Professional</td>
<td>Steven Eagle, P.E.</td>
</tr>
<tr>
<td>5  Project Manager</td>
<td>Juan C. Prieto, P.E.</td>
</tr>
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</table>

*Key staff job descriptions are attached.*
Rachel F. Ferradaz, P.E. – Project Controls Engineer

Experience
Ms. Ferradaz has over ten years of experience in the fields of civil engineering and construction management. Her project experience includes water and sewer service design, utility coordination, and design of utility relocations. Ms. Ferradaz’s areas of expertise is in project controls including, budgeting, forecasting cost and schedule changes, cost estimating, and critical path analysis and claims mitigation for various construction projects. Ms. Ferradaz’s technical responsibilities as a scheduler and cost engineer have included site assessments, review of design changes, contract documents, compliance review of construction schedules, and reporting project budget and schedule status on a regular basis.

Representative Projects
Miami International Airport South Terminal Expansion Program, Miami Dade Aviation Department, FL. The expansion of the South Terminal at MIA, included the addition of over 1 million square footage of terminal and concourse space, 17 domestic/international swing gates, and new customs and international passenger processing areas. As Cost Engineer, Ms. Ferradaz’s responsibility included budget planning, tracking, and forecasting for this $800+ million project, as the owner’s representative.

North Corridor Metrorail Extension, Miami-Dade Transit, FL. This project consisted of a 9.5 mile elevated double track rail extension of the Miami-Dade Metrorail system. Nova’s responsibilities in the design effort included as-built information for existing utilities; identifying and resolving utility conflicts, incorporating future plans for utility improvements and their potential impact to the proposed Metrorail plans; and preliminary drainage and utility design for the guide way and associated facilities, including storm water and canal flow modeling. As Deputy Project Manager, Ms. Ferradaz’s responsibilities included utility coordination and relocation design, cost estimating and general project management tasks.

Miami International Airport - Central Chiller Plant East Expansion Project, Miami Dade Aviation Department, FL. This project upgraded the existing open-drive centrifugal chillers and the cooling towers. The first phase included the construction of a 59,000-sq-ft building addition to house three new 4,000-ton 5 kV open-drive centrifugal chillers, four new field-erected cooling towers comprising PVC fill surrounded by a masonry shell, and associated piping and electrical service. This second phase of the project included the installation of 3,500 linear feet of new 24-in. chilled water piping on new pipe supports on the terminal roofs to facilitate distribution of chilled water. As Scheduler/Claims Analyst, Ms. Ferradaz provided schedule analysis and claims support.

Perimeter Road Canal Relocation and Utility Modifications Project, Miami International Airport, FL. The project encompassed the relocation of an existing canal including the construction of 700 linear feet of new canal with sheet pile retaining walls, the construction of approximately 1,200 linear feet of new metal pipe arch culverts of various sizes, 2,800 linear feet of 24-in water main, 1,600 linear feet of 16-in force main, and several linear feet of electrical conduit. As Scheduler/Claim Analyst,
Rachel F. Ferradaz, P.E. – Project Controls Engineer

Ms. Ferradaz provided schedule analysis and claims support for this project.

South Miami Heights Water Treatment Plant, Miami-Dade Water & Sewer Department, FL. The water treatment plant included membrane buildings, reservoirs, multi-purpose building, raw water booster pumps, strainers, bulk chemical storage, sodium hypochlorite building, electrical building, electrical generator switch building, and a high service pumping station. Civil engineering design services provided included site plan and drainage for the water treatment plant facility. As Cost Estimator, Ms. Ferradaz worked on updating the cost estimate for the planned activities.

20-Inch Water Main Relocation under Fisherman’s Channel and 54-Inch Force Main Relocation under the Government Cut Channel, Miami-Dade Water & Sewer Department, FL. This project entails the design, construction and commission of both a 20-inch water main and 54-inch force main prior to the dredging of the Government Cut and Fisherman’s Channels. As part of the Construction Management/Inspection Team (CMIT) for this design/build project, project tasks include design review for contract compliance, environmental review, and schedule review. In addition, Nova has provided input resulting from our review of the environmental code compliance plan and review of various environmental permit applications. Nova also developed and implemented the document control plan for the CMIT and provides review and analysis of the project schedule on an on-going basis. As Project Controls Engineer, Ms. Ferradaz was responsible for technical review of cost estimates and schedules, as well as design review.

I-95 Express Lanes from Golden Glades to Broward Boulevard, Florida Department of Transportation D4, FL. The I-95 Express program is an innovative, lower-cost alternative to traditional highway construction that offers a variety of options for avoiding congestion. This project (Phase 2) will extend the express lanes to provide a continuous facility between I-395/SR-836 in Miami-Dade County and Broward Boulevard in Broward County. As Scheduler, Ms. Ferradaz was responsible for cost-loading the baseline construction project schedule. This task entailed appropriating the construction cost of $106M amongst the schedule activities based on the project’s accepted Schedule of Values.

Metrorail Central Control (MRCC) Upgrade, Miami-Dade Transit, FL. This project involves modernizing Miami Dade Transit’s (MDT) existing Metrorail Control Center (MRCC), in order to provide improved operations and maintenance of Metrorail facilities and systems, and to improve response times to critical safety and security events. The project includes the development of existing office space to accommodate the modernization of the existing Central Control facility and systems, including the heating, ventilation and air conditioning (HVAC) system, power distribution units, uninterruptible power supplies, electrical systems, and existing systems hardware and software. As Project Controls Engineer, Ms. Ferradaz is providing schedule review, reviewing contractor design documents (drawings, specs, etc.), and reviewing construction documents (RFI, CO, pay applications).

Metrorail Expansion at Lehman Center Yard, Miami-Dade Transit, FL. This project includes the expansion of the metropolitan Miami-Dade County Transit (MDT) system, located at the Lehman Center (Palmetto) Yard. The project involves the construction of five additional storage tracks and the construction of two Maintenance-of-Way tracks. As Project Controls Engineer, Ms. Ferradaz is providing schedule review, reviewing contractor design documents (drawings, specs, etc.), and reviewing construction documents (RFI, CO, pay applications).

South District Water Treatment Plant Reclamation Facility - Influent Pipeline Design, Miami-Dade Water & Sewer Department, FL. This project entailed the design of 4,600 linear feet of 48-inch influent pipeline; 1,000 linear feet of 36-inch concentrate pipeline; 500 linear feet of 42-inch effluent pipeline; 5,000 linear feet of 12-inch reuse water pipeline; and several 1000 linear feet of 6-inch miscellaneous chemical pipelines; and miscellaneous off-site water mains, sewer force mains, and utility duct banks. Also included were the design of 5-72” casing micro-tunnels for roadway and sub-aqueous canal crossings. As Assistant Project Manager, Ms. Ferradaz was responsible for detailed design, utility coordination, and cost estimating.
Ricardo Maristany, P.E. - Construction Project Manager / Resident Project Representative

Experience

Mr. Maristany as a Civil Engineer and Construction Project Manager has over 6 years of experience in design, construction, and management of a large scale highway/bridge PPP finance-design-build-maintain-operate project with a total construction value of $1.2 billion. Responsibilities include activity and payment scheduling, budgeting, cost estimating, claims analysis, claims mitigation, subcontractor procurement, contract negotiations, contract management, client relations, value engineering, permitting, and safety management. Mr. Maristany combines his knowledge of construction concepts, practices, and procedures with his ability to communicate and work effectively as a team to resolve problems in a creative and efficient manner. In addition to his five years of post-graduate experience, Mr. Maristany interned as the AutoCAD civil designer for the Miami International Airport 9R/27L Runway project.

Representative Projects

54-Inch Force Main Relocation under Norris Cut Channel, Miami-Dade Water & Sewer Department, FL. This Miami-Dade Water & Sewer Department (MDWASD) project involves the replacement of the existing 54-inch force with a 60-inch diameter pipe from Virginia Key Central District Wastewater Treatment Plant under Biscayne Bay Norris Cut to Fisher Island. Project elements include 5,200 linear feet of tunnel boring; 2,500 linear feet of open cut construction to install a 60-inch diameter pipe; and 1,000 linear feet of horizontal directional drilling. As Project Controls Engineer, Mr. Maristany is responsible for baseline schedule review and monthly update review; coordinating updates to master schedule, providing cost estimating review for Design/Builder schedule of values, requests for proposals, and contract amendments.

I-595 Express Corridor Improvements Project, FL. $1.8 Billion public-private-partnership (PPP) project which consisted of the reconstruction of 10.5 miles of the I-595 Mainline in Broward County Florida and 2.5 miles of the Florida Turnpike. Features of this project include three ground level reversible express toll lanes controlled by an Intelligent Transportation Systems (ITS); the addition of auxiliary lanes on I-595 along with combined ramps; cross-road bypasses; and grade-separated entrance and exit ramps (braded ramps) to minimize merge, diverge and weaving traffic. As part of the project requirements, a multi phased/multifaceted TCP plan was required to not impact the existing volume of traffic (both vehicular and pedestrian) during the construction. Work zones were also constrained by the presence of high profile utilities, such as the fiber optic line that ran through the length of these segments which service the Fort Lauderdale International Airport. Selected project quantities include 1,200,000 CY of earthwork, 120,000 tons of asphalt, 40 ramps, 20 bridges, 50 MSE walls, 7 sheet pile walls, over 10 miles of barrier walls, 25 ponds (1ac to 22ac), canal excavation (4000ft), 1000+ drainage structures, 100,000+LF RCP (8" to 72"), 2 micro tunnels (72"), 20 jack and bores (18" to 48"), 67 sign structures, 45 high mast lights, 125 conventional lights, a new signalized intersection, a fire suppression system, and an ITS system controlling the entrance and exit of the reversible lanes at the Florida Turnpike and I-95. Mr. Maristany was in charge of the
Ricardo Maristany, P.E. - Construction Project Manager / Resident Project Representative

Advanced Construction Activities which consisted of the coordination with major utility agencies in order to relocate utilities in conflict with the roadway widening, as well as the construction of the Broward County Greenway in order to move pedestrian traffic away from the roadway construction. Mr. Maristany led coordination of this work with the following affected utilities: Town of Davie, City of Sunrise, AT&T Fiber Optic, TECO People’s Gas, Florida Gas Transmission, and FPL (both transmission and distribution) and provided Turnkey Management of the Greenway Construction.

Mr. Maristany was also responsible for quantity takeoffs, estimates, and bid preparations for the advanced construction activities. Also, Mr. Maristany was responsible for meeting with potential subcontractors and suppliers to review scope of work, and generating a contact list with detailed scope of services offered by each company.

MIA – 9R-27L Main Runway Re-Pavement, FL. Using the Standards, geotechnical information, and drainage calculations provided by the Prime Contractor, Mr. Maristany prepared the following construction plans: Plan View, Signing and Pavement Marking Plans, Milling and Resurfacing Plans, and Drainage Plans.
Luis Lopez-Blazquez, P.E. – Principal Engineer

EXPERIENCE

Mr. Lopez-Blazquez has over 32 years of program, project management, civil engineering design and construction management experience in infrastructure, airport, roadway and land development improvement projects. As Project Manager he has managed a variety of complex civil engineering projects in South Florida (Miami-Dade and Broward County), in Central Florida and in Latin America (Colombia and Dominican Republic).

Mr. Lopez-Blazquez was responsible for the implementation of all infrastructure improvement projects (including sanitary sewer, water and stormwater), which were part of the Program Management improvement projects at Miami International Airport, Kendall-Tamiami General Aviation Airport and Opa-Locka General Aviation Airport.

Mr. Lopez-Blazquez has significant Program and Project Management experience managing all aspects of project controls, design and construction management including project coordination, consultant management and coordination, construction management and supervising activities, permit and permit coordination, contract administration, and acting as owner representative from project inception to completion.

REPRESENTATIVE PROJECTS

Infrastructure Master Plans, Opa Locka General Aviation Airport (OPF). Managed the preparation of the Stormwater, Water and Sanitary Sewer Master Plans and secured associated Environmental Resource Permit (ERP) permit from SFWMD.

New Terminal 4 Infrastructure Improvements, Ft. Lauderdale-Hollywood International Airport, Broward County Aviation Department. Project Manager for the conceptual design (30%) of infrastructure improvements associated with the new Terminal 4 improvements at FLL, including water distribution system, sanitary sewer collection and transmission, electrical and communication ductbanks.

Sanitary Sewer Master Plan at Miami International Airport, Miami-Dade Aviation Department. Project Manager for the development of the Sanitary Sewer Master Plan for MIA, including the evaluation of the existing sanitary sewer collection, pumping and transmission system; the development of the design criteria for the sewage system and the ultimate Master Plan (YR 2025)

Miami-Dade Aviation Department, Civil & Environmental Manager. Owner’s Representative for all civil and environmental projects of varying complexity at all MDAD Airports. Duties included project management responsibilities including planning and programming, design and construction management functions, permitting and final acceptance of infrastructure systems (including stormwater, potable water distribution, sanitary sewer collection and transmission, pavement management systems and dewatering). Other duties included the coordination, supervision and implementation of Infrastructure Master Plans.

Stormwater Master Plan & Environmental Resource Permit (ERP), Miami International Airport. Owner’s Representative for the development of the Stormwater Master Plan for MIA and secured associated ERP permit from South Florida Water Management District (SFWMD). Defined the Design Criteria, phased and coordinated the proposed drainage improvements and assisted the Client in securing the SFWMD ERP Permit.
Luis Lopez-Blazquez, P.E. – Principal Engineer

**Water Use (Dewatering) Master Plan & SFWMD Water Use Permit, Miami International Airport.** Prepared and develop the Dewatering Master Plan and secured associated SFWMD Water Use Permit for MIA.

**Kendall-Tamiami Executive Airport, Miami-Dade Aviation Department.** Project Manager for the planning and design of three runways. In addition, he managed the preparation of Stormwater, Water and Sanitary Sewer Master Plans and secured associated Environmental Resource Permit (ERP) permit from the South Florida Water Management District.

**West Side Retention / Detention Pond at Miami International Airport, Miami-Dade Aviation Department.** Design and Construction Project Manager for the planning, design, construction and operational transition (i.e. commissioning) of a 80 acre-ft stormwater management pond, including transmission mains, pumping stations and emergency generator facilities.

**Tract One Apron Drainage, Grading and Pavement Improvements at Miami International Airport, Miami-Dade Aviation Department.** Owner's Representative / Project Manager for the planning and design of a 30-acre airside maintenance and aircraft parking facility, including new concrete and asphalt apron, and drainage system.

**Water Distribution System Master Plan, Miami International Airport (MIA), Miami, FL.** Owner's Representative for the development and implementation of the Water Distribution System Master Plan and Backflow Preventor Program for MIA.
Steven S. Eagle, P.E. – Technical Director

EXPERIENCE

Mr. Eagle has more than 32 years of experience in the fields of civil and water resources engineering. His work includes detailed design, quality assurance/quality control, value engineering and overall project management and supervision for private and public sector projects. As a Civil Engineer, he has completed civil engineering designs and performed construction management services for projects associated with infrastructure rehabilitation of public works, public utility facilities, and commercial and residential facilities entailing new construction and rehabilitation.

REPRESENTATIVE PROJECTS

MIA Mover at Miami International Airport, Miami-Dade Aviation Department. The project consisted of an automated people-mover system between Miami International Airport (MIA) and the Miami Intermodal Center (MIC). As Project Manager and Design Director, Mr. Eagle oversaw the design efforts for the wet utilities and drainage. This included the design of the proposed utility relocations, design of the drainage conveyance and discharge required for run-off generated by the proposed light rail guide ways, and the development of ICPR drainage computer model.

Peak Flow Management Study for Re-Pump Station 1 and 2 at Miami International Airport, Miami-Dade Aviation Department. This project consisted of the evaluation of the MIA sanitary sewer system to determine the peak sewer flows under a 2-year design rain for the current infrastructure conditions, as well as a planning period until 2020. The main objective was to determine the ability of the pump stations (Re-pump 1 and Re-pump 2) to handle a hypothetical 2-year storm event, equivalent to 4.5 inches of rain in 24 hours. As Technical Director, Mr. Eagle was responsible for providing general oversight and project direction. He developed the technical approach and methodology for the evaluation of the sanitary sewer system in regards to system response to present and future peak flow conditions.

Perimeter Road Canal Relocation at Miami International Airport, Miami-Dade Aviation Department. This project encompassed the relocation of an existing canal, including the construction of 700 linear feet of new canal with sheet pile retaining walls, the construction of 1,200 linear feet of new metal pipe arch culverts of various sizes, 2,800 linear feet of a 24-in water main, 1,600 linear feet of 16-in force main, several linear of electrical conduit and other associated work. Mr. Eagle was the Project Manager responsible for Construction Inspection Services (CIS) in connection with the relocation of the Tamiami Canal (north fork), CSX railroad, and associated water and communication utility improvements.

Northside Concourse “A” Utility Corridor Link at Miami International Airport, Miami-Dade Aviation Department. The project consisted of 3,000 linear feet of utility infrastructure that interconnected, upgraded and completed the loop of infrastructure services between Concourse “A” and the Northside Utility corridors at MIA. The new corridor included construction activities in connection with the installation of water mains, wastewater force mains, and electrical conduits and communications lines. Mr. Eagle served as Resident Engineer.

Wastewater Master Plan at Ft. Lauderdale-Hollywood International Airport, Broward County Aviation Department. This project was part of the airport’s plan for the construction of a new passenger terminal and runway, which required an evaluation of expected wastewater flows generated and potential new wastewater infrastructure to handle increases
in flow. As Design Director, Mr. Eagle participated in the development of inflow hydrographs for 16 lift stations and analyzed future wastewater flow scenarios using InfoSWMM modeling software.

**Tract One Drainage, Grading & Pavement Improvements at Miami International Airport, Miami-Dade Aviation Department.** The project consisted of improvements to the Tract One Apron, which included demolition of existing pavement, demolition/adjustment of utilities, design of a new stormwater management system, filling of an existing drainage ditch, lighting improvements, and airfield signage. As Sr. Engineer, Mr. Eagle was responsible for providing utility management and civil engineering review services. In addition, value analysis/value engineering was conducted on the 30% complete design.

**Value Analysis of Runway Extension, Kendall-Tamiami Executive Airport,** A value analysis and life cycle costing were provided for this Miami-Dade Aviation Department owned and operated airport. As part of the value analysis team, Mr. Eagle analyzed the components (labor, materials, time, etc.) for alternative runway extension options. Two design alternatives were presented to the Miami-Dade Aviation Department for review.
**Juan C. Prieto, P.E., PMP - Sr. Principal Engineer**

**EXPERIENCE**

Mr. Prieto has over 20 years of experience in civil engineering, specializing in water resources and project/construction management. His experience includes planning (hydrologic and hydraulic modeling), engineering design, and preparation of bid documentation, project coordination, project cost/time/quality control, and enforcement of contract documents as well as claim preparation/management. He has worked performing functions as a contractor, design consultant, and as a government agent for multiple projects ranging from marine structures at major ports to Everglades Restoration projects.

**REPRESENTATIVE PROJECTS**

**Perimeter Road Canal Relocation at Miami International Airport, Miami-Dade Aviation Department.** This project encompassed the relocation of an existing canal, including the construction of 700 linear feet of new canal with sheet pile retaining walls, the construction of approximately 1,200 linear feet of new metal pipe arch culverts of various sizes, 2,800 linear feet of a 24-in water main, 1,600 linear feet of 16-in force main, several linear of electrical conduit and other associated work. As Sr. Principal Engineer, Mr. Prieto provided construction management and administration services.

**Northside Concourse “A” Utility Corridor Link at Miami International Airport, Miami-Dade Aviation Department.** The project consisted of 3,000 linear feet of utility infrastructure that interconnected, upgraded and completed the loop of infrastructure services between Concourse “A” and the Northside Utility corridors at MIA. The new corridor included construction activities in connection with the installation of water mains, wastewater force mains, and electrical conduits and communications lines. As Claim Analyst, Mr. Prieto performed cost estimates for the impacts of project delays and additional work.

**Peak Flow Management Study for Re-Pump Station 1 and 2 at Miami International Airport, Miami-Dade Aviation Department.** This project consisted of the evaluation of the MIA sanitary sewer system to determine the peak sewer flows under a 2-year design rain for the current infrastructure conditions, as well as a planning period until 2020. The main objective was to determine the ability of the pump stations (Re-pump 1 and Re-pump 2) to handle a hypothetical 2-year storm event, equivalent to 4.5 inches of rain in 24 hours. As Project Manager, Mr. Prieto was responsible for information gathering, review of previous peak flow management study, data analysis, and pump station operation evaluation and recommendations.

**Taxiway & Ramp Rehabilitation, Ft. Lauderdale Hollywood International Airport, Broward County Aviation Department.** This project consisted of engineering design and construction administration services for the repair and overlay of various taxiways, taxi lanes, and ramp areas located airside throughout the airport. Mr. Prieto served as Project Manager, overseeing the construction management, field inspection, and project coordination activities.

**Rehabilitation of Taxiway N, Runway 9L-27R, and 18L-36R, Ft. Lauderdale Hollywood International Airport, Broward County Aviation Department.** This project consisted of construction activities involved in North Perry's Airport rehabilitation of runways 9L-27R (now 10L-28R), 18L-36R (now 19L-1R), and Taxiway N is part of the Capital Improvement Plan and Expansion Program implemented by the Airport with the intent to increase the level of services provided and attract more clients. Mr. Prieto served as Project Manager.

**Westside Water Main Improvements, Ft.-Lauderdale Hollywood International Airport,**
Juan C. Prieto, P.E., PMP - Sr. Principal Engineer

Broward County Aviation Department. This project consisted of the construction and installation of a portable water transmission for the Ft. Lauderdale Hollywood International Airport. Mr. Prieto served as Project Manager.

Wastewater Master Plan at Ft. Lauderdale-Hollywood International Airport, Broward County Aviation Department. This project was part of the airport's plans for the construction of a new passenger terminal and runway, which required an evaluation of expected wastewater flows generated and a new wastewater infrastructure to handle increases in flow. As Project Manager, Mr. Prieto participated in the development of inflow hydrographs for 16 lift stations and analyzed future wastewater flow scenarios using InfoSWMM modeling software. Mr. Prieto also participated in an analysis to determine the presence and significance of rain dependent infiltration/inflow for various lift stations at the airport.

Environmental Impact Statement at Ft. Lauderdale-Hollywood International Airport, Broward County Aviation Department. On this project Nova provided water resources and environmental engineering services. Tasks included preparation of environmental resources permit application, hydraulic and hydrologic water quality modeling in order to quantify existing surface and subsurface impacts. As Project Engineer, Mr. Prieto provided assistance with the field work and agency coordination.
### EXHIBIT B-1
### KEY STAFF

**PMG Associates, Inc.**

<table>
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<th>POSITION</th>
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<tr>
<td>1</td>
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<tr>
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<td>Kathleen R. Gonot</td>
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*Key staff job descriptions are attached.*
KATHLEEN R. GONOT

GENERAL OVERALL EXPERIENCE:

Responsible for general management of the firm. Duties include budgetary control of projects and contract administration. Performs market analysis/research on projects ranging from commercial activities to transportation systems to economic impact analysis to attitudinal/issue oriented surveys.

EXPERIENCE:

Completed the evaluation of the Economic Impact of Massport Facilities in Boston. These facilities include; Logan International Airport, Hanscome General Aviation Airport, the Bridge facility and landside developments at the Port of Boston. Duties included; surveys and interviews with all tenants of the facilities to determine expenditures, taxes and payroll. A measurement of the impact by industry segment and calculated employment, salaries and total throughput was determined and a specialized model was used to determine the direct and indirect impacts that the airport has on the region.

Was responsible for data collection and the economic impact study of the Manchester New Hampshire Airport. This regional airport was studied to determine the influence on the surrounding three state areas. The RIIMS Model was used to estimate the secondary impacts of the airport activities. Both passenger and cargo operations were focused on, and the analysis included industry segmentation and calculated employment, salaries, and total throughput.

As part of the general consulting team for Broward County Aviation Department, conducted a variety of survey and research projects. Surveys were used to measure success of various programs and for future planning and visioning needs. These surveys addressed (1) passenger characteristics including origin and destination; (2) impacts of right-of-way acquisition and (3) market survey of expanding and currents users in the service area, (4) projects that included operational and facility planning, (5) outreach to the business community, and (6) collection of roadway and traffic circulation data and curb optimization studies. Completed passenger surveys at the tri-county airports of South Florida (Palm Beach International, Miami International and Fort Lauderdale-Hollywood International) to evaluate and measure various marketing needs and for use in future planning in the region.

The purpose of the 4th Avenue and Perimeter Road study in Fort Lauderdale, Florida was to evaluate the designated airport, airport-related and non-airport traffic so that assignment of improvement costs could be determined. This airport and airport related traffic information was used to solicit funding from the Federal Aviation Administration for needed roadway improvements. Ms. Gonot was the Project Manager.

Completed departing passenger surveys along with time and motion examinations/observations of terminal and parking garage operations.

As part of Consulting Team for FDOT for the Southeast Florida Regional Travel Characteristics Study, supervised all aspects of visitor and transit survey modules. Specific duties included the design of the survey instrument (in three languages) supervision of survey personnel, coordination with all transit agencies in Palm Beach, Broward and Miami-Dade Counties and quality control of completed survey instruments. The intent of this project is to obtain travel characteristics of the ridership of PalmTran, Broward Transit, Miami-Dade Transit (including Metro Rail and Metro-Mover) and Tri-Rail.

EDUCATION:

B.S. - Barry University
M.S. - Nova University
### EXHIBIT C

**SCHEDULE OF SUBCONSULTANTS**

- **Project No:** R1277902P1
- **Project Title:** Airport Planning Consultant Services
- **Facility Name:** Fort Lauderdale/Hollywood International Airport, North Perry Airport

<table>
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<th>No.</th>
<th>Firm Name</th>
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<tr>
<td>1.</td>
<td>Anthony Abbate Architect, P.A.</td>
<td>Architectural analysis and facilities planning support</td>
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<td>2.</td>
<td>Basulto Management Consulting, Inc.</td>
<td>Constructability analysis, cost estimating, airport planning support</td>
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<td>3.</td>
<td>Dickey Consulting Services, Inc.</td>
<td>Public, stakeholder and community outreach</td>
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<tr>
<td>4.</td>
<td>NOVA Consulting</td>
<td>Planning support, engineering analysis, permitting and cost estimating</td>
</tr>
<tr>
<td>5.</td>
<td>PMG Associates, Inc.</td>
<td>Economic analysis, business planning support, passenger/tenant/stakeholder surveys and polling</td>
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LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE)
SUBCONTRACTOR/SUPPLIER

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

Solicitation Number: R1277902P1
Project Title: Airport Planning Consultant Services

Bidder/Offeror Name: Ricondo & Associates, Inc. 
Address: 20 North Clark Str, Suite 1500 City: Chicago State: Illinois Zip: 60602
Authorized Representative: Pete Ricondo, P.E. Phone: 305-677-0370

CBE Subcontractor/Supplier Name: Anthony Abbate Architect, P.A.
Address: 806 East Las Olas Boulevard City: Fort Lauderdale State: Florida Zip: 33301
Authorized Representative: Anthony Abbate Phone: 954-462-2882

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

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<th>Work to be performed by CBE Firm</th>
<th>NAICS</th>
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AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative

[Signature]
Anthony Abbate, President
11/21/14

Bidder/Offeror Authorized Representative

[Signature]
Pete Ricondo, P.E.
Senior Vice President
11/25/14

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

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
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Solicitation Number: R1277902P1  Project Title: Airport Planning Consultant Services

Bidder/Offeror Name: Ricondo & Associates, Inc.

Address: 20 North Clark Str, Suite 1500  City: Chicago  State: Illinois  Zip: 60602

Authorized Representative: Pete Ricondo, P.E.  Phone: 305-677-0370

CBE Subcontractor/Supplier Name: Basulto Management Consulting, Inc.

Address: 1601 Harrison Street  City: Hollywood  State: Florida  Zip: 33020

Authorized Representative: Jose Basulto  Phone: 954-456-7844

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

B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.

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CBE Subcontractor/Supplier Authorized Representative

[Signature] Jose Basulto  President  11/25/14

Bidder/Offeror Authorized Representative

[Signature] Pete Ricondo, P.E.  Senior Vice President  11/25/14

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Solicitation Number: R1277902P1  
Project Title: Airport Planning Consultant Services

Bidder/Offeror Name: Ricondo & Associates, Inc.
Address: 20 North Clark Str, Suite 1500  
City: Chicago  
State: Illinois  
Zip: 60602
Authorized Representative: Pete Ricondo, P.E.  
Phone: 305-677-0370

CBE Subcontractor/Supplier Name: Dickey Consulting Services, Inc.
Address: 1033 Sistrunk Blvd, Suite 206  
City: Fort Lauderdale  
State: Florida  
Zip: 33311
Authorized Representative: Sheryl Dickey  
Phone: 954-467-6622

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

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

CBE Subcontractor/Supplier Authorized Representative

![Signature]

Sheryl Dickey  
President/CEO  
11/26/14

Bidder/Offeror Authorized Representative

![Signature]

Pete Ricondo, P.E.  
Senior Vice President  
11/25/14

* Visit http://www.census.gov/eos/www/naics/ to search. Match type of work with NAICS code as closely as possible.
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In the event the bidder/offeror does not receive an award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

11/14/2014 7:48 AM
LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER

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Solicitation Number: R1277902P1
Project Title: Airport Planning Consultant Services

Bidder/Offeror Name: Icondo & Associates, Inc.
Address: 20 North Clark Str, Suite 1500 City: Chicago State: Illinois Zip: 60602
Authorized Representative: Pete Ricondo, P.E. Phone: 305-677-0370

CBE Subcontractor/Supplier Name: NOVA Consulting
Address: 3323 West Commercial Blvd. City: Fort Lauderdale Suite 250 State: Florida Zip: 33309
Authorized Representative: Maria J. Molina Phone: 954-731 8140

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

<table>
<thead>
<tr>
<th>Work to be performed by CBE Firm</th>
<th>Description</th>
<th>NAICS*</th>
<th>CBE Contract Amount†</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering analysis and cost estimating</td>
<td>541330</td>
<td>541620</td>
<td>2.5%</td>
<td></td>
</tr>
</tbody>
</table>

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

CBE Subcontractor/Supplier Authorized Representative

[Signature] Maria J. Molina (Name) President 12/02/14 (Date)

Bidder/Offeror Authorized Representative

[Signature] Pete Ricondo, P.E. (Name) Senior Vice President 11/26/14 (Date)

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

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

11/14/2014 7:48 AM p. 24
LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER

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

Solicitation Number: R1277902P1  Project Title: Airport Planning Consultant Services

Bidder/Offeror Name:  Ricordo & Associates, Inc.
Address:  20 North Clark Str, Suite 1500  City: Chicago  State: Illinois  Zip: 60602
Authorized Representative:  Pete Ricordo, P.E.  Phone: 305-677-0370

CBE Subcontractor/Supplier Name:  PMG Associates, Inc.
Address:  3880 NW 2nd Court  City: Deerfield Beach  State: Florida  Zip: 33442
Authorized Representative:  Kathleen R. Gonot  Phone: 954-427-5010

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

<table>
<thead>
<tr>
<th>Description</th>
<th>NAICS</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic analysis, business planning support</td>
<td>541910</td>
<td></td>
<td>2.5%</td>
</tr>
<tr>
<td>passenger/tenant/stakeholder surveys and polling</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

CBE Subcontractor/Supplier Authorized Representative

(petite)

Bidder/Offeror Authorized Representative

(petite)

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

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
EXHIBIT C-2
CERTIFICATION OF PAYMENTS TO SUBCONSULTANTS AND SUPPLIERS

Contract No. __________________________________
Project Title ___________________________________

The undersigned Consultant hereby swears under penalty of perjury that:

1. Consultant has paid all subconsultants and suppliers all undisputed contract obligations for labor, services, or materials provided on this project through __________, 20__. 

2. The following subconsultants and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

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

Dated __________ , 20__

Consultant

By ___________________________ By ____________________________
(Signature) (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)
MONTHLY (CBE) UTILIZATION REPORT

<table>
<thead>
<tr>
<th>Contract #:</th>
<th>Contract Amount:</th>
<th>Date Form Submitted:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description:</td>
<td>Project Completion Date:</td>
<td></td>
</tr>
<tr>
<td>Prime Contractor:</td>
<td>Period Ending:</td>
<td>Amt. Paid to Prime:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Telephone#: ( )</td>
<td>Fax#: ( )</td>
</tr>
</tbody>
</table>

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

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

Total Amount Paid to Subcontractors to Date: $0.00

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

Signature: [Signature]  Title: [Title]  Date: [Date]

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

OESBD MONTHLY UTILIZATION REPORT NUMBER

Submitted From iContractsCentral By:

Agreement:

Date Entered: Reporting Date: Subs Paid as of Date:

Current Contract Amount: Goal Type:

County Established(CE)%: Vendor Committed(VC)%: Attained(AT)%:

CE Amount: VC Amount: AT Amt(Total Paid to Cert Subs): Total Paid to Non Part Subs:

SUB CONTRACTING INFORMATION

<table>
<thead>
<tr>
<th>Sub Vendor Name</th>
<th>Goal Type</th>
<th>Speciality</th>
<th>Sub Estimated % Complete</th>
<th>Sub Estimated Committed Amount</th>
<th>Previous Paid to Date Amount</th>
<th>Paid This Report</th>
<th>New Paid To Date Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Previous PTD Cert  Paid this MUR Cert  New PTD Cert  Previous PTD Non Part  Paid this MUR Non Part  New PTD Non Part

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

Signature:          Title:          Date:          

Created Date:5/5/2015 11:10:30 AM

Page 1 of 1

Note: The information provide herein is subject to verification by the Office of Economic and Small Business Development.
## NON – CBE UTILIZATION REPORT

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

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Project Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor</td>
<td>Period Ending</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Telephone#</td>
</tr>
</tbody>
</table>

### Non – CBE SUBCONTRACTING INFORMATION

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

Total Amount Paid to Subcontractors to Date: $0.00

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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:** Commercial Lines - 312-920-9177

Wells Fargo Insurance Services USA, Inc.
10 S. Wacker, 17th floor
Chicago, IL 60606

**INSURED:** Ricondo & Associates, Inc.
20 North Clark St. #1500
Chicago IL 60602

**INSURERS:**
- Travelers Indemnity Company 25658
- Travelers Property Casualty Co of America 25674
- Travelers Casualty Co of Connecticut 36170
- Beazley Insurance Company 37540

**COVERAGES:**

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>680-8E780508</td>
<td>08/01/2014</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>680-0F163606</td>
<td>08/01/2014</td>
<td>MED EXP (Any one person) $10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PACP-8E977420</td>
<td>08/01/2014</td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>680-8E975868</td>
<td>08/01/2014</td>
<td>GENERAL AGGREGATE $2,000,000</td>
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<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td>BA-0F162914</td>
<td>08/01/2014</td>
<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000</td>
</tr>
<tr>
<td></td>
<td>ANY AUTO</td>
<td></td>
<td>08/01/2015</td>
<td>BODILY INJURY (Per person) $1,000,000</td>
</tr>
<tr>
<td></td>
<td>ALL OWNED AUTOS</td>
<td></td>
<td>08/01/2015</td>
<td>BODILY INJURY (Per accident) $1,000,000</td>
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<tr>
<td></td>
<td>HIRED AUTOS</td>
<td></td>
<td>08/01/2015</td>
<td>PROPERTY DAMAGE (Per accident) $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>ZUP-51M1152A-14-NF</td>
<td>08/01/2014</td>
<td>EACH OCCURRENCE AGGREGATE $17,000,000</td>
</tr>
<tr>
<td></td>
<td>EXCESS LIAB</td>
<td></td>
<td>08/01/2015</td>
<td>$17,000,000</td>
</tr>
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</tr>
<tr>
<td>C</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>UB-4309T04-4</td>
<td>08/01/2014</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)</td>
<td></td>
<td>08/01/2015</td>
<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
</tr>
<tr>
<td></td>
<td>(N/A)</td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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<tr>
<td>D</td>
<td>Professional Liability (Claims Made)</td>
<td>WI6DD140101</td>
<td>08/01/2014</td>
<td>$6,000,000 per claim</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>08/01/2015</td>
<td>$5,000,000 aggregate</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:**

The following are included as Additional Insureds on a primary and non-contributory basis when required by written contract with the Named Insured under the general liability, but only with respect to services provided by the named insured:

- Broward County Aviation Department
  Attention: Michael Pacitto
  2200 SW 45th Street, Suite 101
  Dania Beach, Florida 33312

**CERTIFICATE HOLDER:**

Broward County Aviation Department

**CANCELLATION:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:**

Tracy Meyer

Date: 2015.05.07 13:46:09 -04'00'

Digital signature: Tracy Meyer

Date: 2015.05.07 13:46:09 -04'00'

ACORD 25 (2014/01)

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MEMORANDUM

TO: Scarlet Hammons, Principal Planner
    Aviation Department, Project Manager

FROM: Tracy Meyer
    Aviation Risk Insurance and Contracts Manager

DATE: January 6, 2015

RE: Airport Planning Consultant Services
    RFP No. R1277902P1

We have reviewed the certificates of insurance you provided from the proposers of the above referenced solicitation.

The solicitation required proposers to either provide proof of insurance (even if the minimum limits are not met), or a letter stating that the proposer can comply with the minimum insurance requirement if awarded the contract.

The requirements in this solicitation are:

Commercial General Liability
Commercial/Business Auto Liability
Workers Compensation/Employers' Liability
Professional Liability/E&O

Below is a summary of the compliance of the proposers:

Ricondo & Associates, Inc. (R&A): In Compliance
Leigh Fisher: In Compliance
Kimley Horn: In Compliance
L&B In Compliance

All certificates of insurance must name Broward County as an additional insured and the certificate holder using the following address: 2200 SW 45th Street, Suite 101, Dania Beach, FL 33312, Attn: Airport development.

Please advise at once if any of the proposers takes exception to any of the County's insurance standard terms and conditions.

cc: Mark Roberts, Purchasing Agent I
EXHIBIT E

Work Authorization No. ______________ RLI/RFP No. ______________

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

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

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

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

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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<tr>
<td>Reimbursable</td>
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<tr>
<td>Total</td>
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</tbody>
</table>

RFP# R1277901P1/Airport Planning Consultant Services Page 41 of 61 BCF #403 (Rev. 01.02.15)
**County**

Broward County

---

**Recommended by:**

<table>
<thead>
<tr>
<th>Role</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
</tr>
<tr>
<td>Contract Administrator</td>
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</tr>
</tbody>
</table>

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**Consultant**

**Attest:**

<table>
<thead>
<tr>
<th>Role</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Secretary</td>
<td></td>
</tr>
<tr>
<td>Corporate Seal</td>
<td></td>
</tr>
</tbody>
</table>

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**By:**

<table>
<thead>
<tr>
<th>Role</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Vice President</td>
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</tr>
</tbody>
</table>
EXHIBIT F
OPTIONAL SERVICES
NOT USED
ATTACHMENT I
NONDISCRIMINATION REQUIREMENTS

I. NONDISCRIMINATION - 49 CFR PART 21 REQUIREMENTS

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

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

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

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

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

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

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

The Contractor, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
II. NONDISCRIMINATION - 14 CFR PART 152 REQUIREMENTS

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

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

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

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

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

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

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

III. NONDISCRIMINATION - GENERAL CIVIL RIGHTS PROVISIONS

The Contractor, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Contractor or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

IV. NONDISCRIMINATION - 49 CFR PART 26

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

PROVISIONS PERTAINING TO AIRPORT PROJECTS
ALL CONSULTANTS/CONTRACTOR AGREEMENTS:

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

1. SECURITY

Airport Security Program and Aviation Regulations.
Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that subconsultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its subconsultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

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

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

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

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

(e) The provisions hereof shall survive the expiration or any other termination of this Agreement.
2. **PROHIBITED INTERESTS**

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

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

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

3. **RECORDS**

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

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

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

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

6. **RIGHT TO INVENTIONS**

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

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

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

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

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

c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
Unless the restrictions of this clause are waived by Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a consultant/contractor or subconsultant/subcontractor who is unable to certify to the above. If the consultant/contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the County cancellation of the contract at no cost to the Government.

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

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

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

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

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

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

   a. The County may, by written notice, terminate this contract in whole or in part at any time, either for the County's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in process, delivered to the County.
b. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

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

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

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

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

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

10. RESTRICTIONS ON LOBBYING

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

If any funds other than federal appropriated funds have been paid by the bidder/offeror/consultant/contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
Consultant/contractor agrees to insert the foregoing provisions in any agreements between consultant/contractor or subconsultants/subcontractors engaged to provide services pursuant to this Agreement and all bidders/offerors/consultants/contractors and subconsultants/subcontractors shall certify and disclose accordingly.

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

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

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

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

ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

BROWARD COUNTY AVIATION DEPARTMENT (BCAD)

ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS

Last Revised 12/4/13

Broward County Aviation Department (BCAD) utilizes electronic media as the principal way to develop, communicate and archive information concerning its various airport programs.

Prior to development of scope of services for any work authorization or commencing work under any Contract, the Consultant/Contractor must contact the contract administrator and/or designated project manager to verify they have a copy of the latest version of BCAD's Electronic Media Submittal Requirements. BCAD modifies these requirements as needed to make corrections and/or to keep up with latest industry trends, best practices, guidelines, standards and regulations, as well as, to improve its internal processes. Some requirements below may not apply, or additional requirements may be needed, based on the nature of the scope of services and associated deliverables. Any deviations from the requirements below must be approved by BCAD’s contract administrator or the project manager designated to approve or deny such requests.

(A) General Requirements:

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

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

(B) CAD and GIS Formats:

1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2010 or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CAD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents, formatted to fit BCAD standard cover sheet and title block, as detailed in Section (C) below. All GIS data shall be delivered in formats compatible with ESRI ArcGIS version 9.3 or higher. Specific formats (e.g. shape file, layer files, geodatabase, and/or other file type/structure) shall be of BCAD’s choosing to meet their internal needs as well as FAA requirements. All deliverables must include appropriate metadata conforming to BCAD and FAA standards. When requested, the Consultant/Contractor will be required to ensure that all GIS data is formatted for successful submission to the FAA AGIS portal without any additional
changes required by BCAD staff. Consultant/Contractor GIS and CAD data deliverables shall conform to the latest BCAD and FAA standards and/or guidelines, including but not limited to: FAA Advisory Circulars (AC) 5300/150-16, 17 and 18, and US National CAD Standards.

2) Target OS platform: Windows operating system.

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

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

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

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

7) All database tables: conform to the structure and field-naming guidance provided upon request by BCAD. Specifically, all database tables shall conform to applicable FAA and BCAD standards and guidelines. All databases shall be compliant with at least MS Access 2007 and/or other format (dbf, xml, ESRI geodatabase, other) as requested by BCAD. Formats may change, at BCADs request, depending on the particulars of the projects. Consultant/Contractor shall inform BCAD of the most suitable format for a given project and explain, in writing, the benefits of that format versus alternatives. BCAD has the final decision as to format regardless of Consultant's/Contractor's written explanation.

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

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

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

1) Standard plotted drawing size: 22 inch x 34 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.

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

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

4) Layering:
   a) Conform to the guidelines defined by the US National CAD Standards, appropriate FAA Advisory Circulars and standards, and BCAD standards.
   b) Provide an explanatory list of layers used for each drawing, including those which do not conform to the standards listed above. Submission of layers that do not conform to the standards listed above will require advance BCAD approval.
   c) Raster: All raster files (aerial photography, TIN, DEM, etc.) shall be delivered in georeferenced SID and TIFF formats as defined by BCAD. If files must be tiled, a reference map will be provided depicting the location of each tile image. All raster files shall be tiled if file size reaches a size in excess of what BCAD finds difficult to use.

5) Attribute Definitions:
   a) Obtain latest guidance from BCAD concerning attribute definition, database linking and other information embedding requirements prior to production of documents. All database information shall conform to the latest versions of FAA ACs 150/5300-16, 17, and 18, and other BCAD standards. Additional attributes may be required at the discretion of BCAD.

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

(D) Non-CAD/GIS Graphic Format:

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

(E) Non-Graphic Format:

1) Provide word processing files in Microsoft Word 2007 compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
2) Provide spreadsheet files in Microsoft Excel 2007 for windows compatible file formats including all fonts, typefaces, bitmap and vector graphics and other information necessary for remote printing.
3) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, and/or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure. Consultant/Contractor may be required to ensure that database formats conform and can be integrated with other BCAD legacy applications and systems.

(F) Delivery Media and Format:

1) Submit copies of all CADD/GIS/PDF data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.
2) Provide electronic digital data and files shall be provided on DVD/CD or via secure file transfer protocol (FTP) site.
3) The electronic digital media shall be in the format which can be read and processed by the BCAD's target CAD/GIS systems.
4) The external label for each electronic digital media shall contain, as a minimum, the following information:
   a) The Project Number, Project Title and date
   b) The Facility Name
   c) The format and version of operating system software
   d) The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media
   e) The sequence number of the digital media
   f) A list of the filenames
   g) All requirements to meet or exceed FAA and BCAD standards
5) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
a) Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for BCAD's viewing and plotting.
b) Make sure all reference files are attached without device or directory specifications.
c) Compress and reduce all design files using compatible file compression/decompression software approved by BCAD. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased and licensed for BCAD and provided to BCAD with the delivery media.
d) Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic digital deliverables.
e) Make sure that all support files, such as those listed above, are in the same directory and that references to those files do not include device or directory specifications.
f) Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project. These shall conform to BCAD standard cover sheet and title block pages.
g) Document any fonts, tables, or other similar customized drawing element developed by Consultant/Contractor or not provided among BCAD furnished materials. The contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

(G) **Drawing Development Documentation:**

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

(H) **Submittal:**

1) Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.
2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
a) The information included on the external label of each media unit (label), along with the total number being delivered, and a list of the names and descriptions of the files on each one.

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

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

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

(1) Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the file by BCAD at a later date. This documentation shall include configuration settings (e.g., drawing size and configuration), and any other special instructions.

(2) List of any deviations from BCAD's standard layer/level scheme and file-naming conventions.

(3) List of all new symbol blocks created for project, which was not provided to Consultant/Contractor with the BCAD-furnished materials.

(4) List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant/Contractor with the BCAD-furnished materials, and any associated properties.

(5) List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design. All information shall conform to FAA and BCAD standards.

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

(I) Ownership:

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

2) Ownership rights under the contract are rights to use, re-use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from Consultant/Contractor.

3) BCAD will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.

4) All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.
5) All files/drawings shall be furnished to BCAD upon request from BCAD.

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

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

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

(K) Other Digital Information:

1) A variety of digital information may be generated by participants in the design process including BCAD, Consultant, sub consultants, Contractor, subcontractors; BCAD's commissioning authority, local jurisdictional authorities and other project team members.

2) Consultant/Contractor shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.