AGREEMENT

between

BROWARD COUNTY

and

HDR ENGINEERING, INC

for

GENERAL ENGINEERING CONSULTANT SERVICES FOR

FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
AND NORTH PERRY AIRPORT

IN BROWARD COUNTY FLORIDA

RL# 20071017-0-AV-1
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AGREEMENT

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BROWARD COUNTY

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HDR ENGINEERING, INC.

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CONSULTANT SERVICES FOR

GENERAL ENGINEERING CONSULTANT SERVICES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
AND NORTH PERRY AIRPORT

IN BROWARD COUNTY, FLORIDA

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

AND

HDR ENGINEERING, INC., a Nebraska corporation authorized to conduct business in the State of Florida, its successors and assigns, hereinafter referred to as “CONSULTANT.”

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

1.1 Agreement: means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
1.2 **Airport:** means the Fort Lauderdale-Hollywood International Airport and North Perry Airport, Broward County, Florida, as described in the Master Plan Updates, including such additional property that may be acquired to implement development as described therein.

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

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

1.5 **CONSULTANT:** means the firm selected to perform the services pursuant to this Agreement, its' approved successors and assigns.

1.6 **Contract Administrator:** means the Director of the Broward County Aviation Department, or his or her designee, pursuant to written delegation by the Director of the Broward County Aviation Department, or some other employee expressly designated as Contract Administrator in writing by the County Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator, provided, however, that such instructions and determinations do not change the Scope of Services.

1.7 **Contractor:** means the person(s), firm(s), corporation(s) or other entit(ies) who enter into agreements with County to perform construction work for the Project.

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

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

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

1.11 **Community Disadvantaged Business Enterprise ("CDBE")** - shall mean a firm duly certified as a disadvantaged business enterprise by the County under criteria and eligibility requirements of Broward County Ordinance No. 2007-32 (Community Disadvantaged Business Enterprise Act of 2007)

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

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

1.15 **Notice To Proceed (NTP):** means a written notice to proceed, authorizing the CONSULTANT to commence work under this Agreement, or to proceed with a specified phase or task of work under this Agreement. Written Notices to Proceed 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 Contract Administrator.

1.16 **Project:** The Project consists of the services described in Article 3, and in applicable exhibits to this Agreement.

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

1.18 **Subconsultant:** means a firm, partnership, corporation or combination thereof having a direct contract with the CONSULTANT for all or any portion of the advertised work or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

1.19 **Work Authorization:** A written order initiated by BCAD directing CONSULTANT to perform services and detailing the terms of payment and scope of work.
ARTICLE 2
PREAMBLE

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

2.1 County has budgeted funds for the Project. The Project is funded with County funds. In addition it is anticipated that the Project may be eligible for federal grant funds, or Passenger Facilities Charges ("PFC's"), or State of Florida grant funds. Award of this Agreement does not guarantee 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.

2.2 The Board has met the requirements of the CONSULTANTs' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, as amended, and has selected CONSULTANT to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and a committee, and this Agreement incorporates the results of such negotiations.

ARTICLE 3
TERM, SCOPE OF SERVICES

3.1 The initial term of this Agreement shall be for a period of three (3) years from the date this Agreement is executed by both parties, with the option of two (2) consecutive one (1) year extensions. The decision to exercise each of the extension options shall be at the sole discretion of the Contract Administrator. CONSULTANT shall be notified in writing of the exercise of the optional extensions at least sixty (60) days prior to the expiration of the then current term. If the term (whether initial or any extensions) of this Agreement, or any Work Authorization issued thereon, extends beyond a single fiscal year of COUNTY, the continuation of this Agreement or any Work Authorization beyond the end of any fiscal year may be authorized but shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

CONSULTANT's services shall consist of the tasks set forth in Work Authorizations, as described in Article 3, and shall include civil, structural, mechanical and electrical engineering, architectural, environmental, and other design and construction-related services, as applicable for the Project. CONSULTANT shall provide all services as set forth in any Work Authorization, including all necessary, incidental and related activities.
and services contemplated by the Scope of Services and contemplated in CONSULTANT's level of effort. 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. CONSULTANT acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement, except as expressly authorized by the Broward County Procurement Code (Chapter 21, Broward County Administrative Code).

3.2 CONSULTANT and County acknowledge that the Scope of Services and any Work Authorizations issued pursuant to this Agreement do not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project or work under any Work Authorization which is in the CONSULTANT's opinion outside the level of effort originally anticipated, whether or not the Scope of Services or Work Authorization identifies the work items, CONSULTANT shall notify the 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 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. The Scope of Services and deliverables for each of the tasks and phases of services for the Project are detailed in Exhibit A. The CONSULTANT must perform all required services for each phase and task of the Project in accordance with the Scope of Services. The amounts set forth in Article 5 shall not be increased if the actual hours or deliverables required for any phase or task exceed that agreed to by the County and the CONSULTANT, as set forth in Article 5, unless any such work over and above the agreed to hours or deliverables is not due to the fault of CONSULTANT and is due to factors beyond the control of the CONSULTANT.

3.3 County and CONSULTANT acknowledge that negotiations of all Work Authorizations will be required for services to be provided by CONSULTANT. At all times during this agreement, the County may procure 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 matters relating to any Work Authorization. County shall have the right at any time to immediately terminate any negotiations with CONSULTANT at no cost to County and procure services from another source. Nothing in these provisions or this Agreement shall in any way be deemed to obligate the County to procure services from CONSULTANT. In addition, the County shall have the right, at
its sole and exclusive discretion and upon seven (7) calendar days notice in writing, to terminate any one or more tasks or phases of service described in any Work Authorization, from this Agreement, and to procure services for such phases or tasks 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 herein, represents and acknowledges to the County that it and its subconsultants are knowledgeable as to any and all codes, rules and regulations applicable in the jurisdictions in which the Project is located and the funding sources for the Project and any Optional Services, including without limitation, County and local ordinances and codes, Florida laws, rules, regulations 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 the construction contract(s) for the Project. The CONSULTANT will incorporate the provisions of this Section 3.4 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 and certified if required 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 adequately and competently perform the duties, obligations, and services to
be provided by such person pursuant to this Agreement and to provide and perform such services to County's satisfaction for the agreed compensation.

3.6.1 CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner, and shall cause its subconsultants to also perform their duties, obligations and services under this Agreement in a skillful and respectable 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 accepted local practices 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.

3.8 The County shall have the right at any time and in its sole discretion to submit for review to consulting engineers or consulting architects or other 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 – The Services identified in Exhibit A, attached hereto and made a part hereof, as Items 1 through 9 are Maximum Not to Exceed amounts. Such Services and the identified amounts have been authorized by the Commission and approved by CONSULTANT subject only to the maximum amount or lump sum amounts set forth respecting each Item and the completion dates set forth in the Work Authorization. The issuance of a Work Authorization by the Contract Administrator in the form of Exhibit L shall be required before the services described for any of Items 1 through 9 may begin. Such services may be authorized by the Contract Administrator, in his or her sole discretion, subject to the maximum amounts established for each item (as may be increased pursuant to the provisions hereof) and the maximum amount set forth in the
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 Subsequent to County issuing a Work Authorization pursuant to this article, Contract Administrator will issue a Notice to Proceed for those authorized Services. CONSULTANT shall not commence such work until after receipt of the County Purchase Order and Contract Administrator's Notice to Proceed.

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 County does not approve an increase in the amount, and the need for such action is not the fault of CONSULTANT, the authorization shall be terminated, and CONSULTANT shall be paid in full for all work completed to that point, but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs. Reference Section 6.4 for increased CDBE participation.

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

3.9.3.1 A description of the work to be undertaken, a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation. The scope of work shall contain substantially the information and in the format set forth in Exhibit A.

3.9.3.2 A budget establishing the amount of compensation, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of County is obtained. Salary costs in effect at 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 time of any Amendment or consultant's annual salary increases.

3.9.3.3 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.

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

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

3.9.4 At the conclusion of the term of this Agreement, no further Work Authorizations shall be issued, and the CONSULTANT shall complete all services under then outstanding Work Authorizations in accordance with the schedule for completion for each then outstanding Work Authorization. Provided, however, that changes or modifications to outstanding Work Authorizations may be made in accordance with this Section 3.9, for services within the scope of any Work Authorization that is outstanding at the conclusion of the term of this Agreement.

ARTICLE 4
TIME FOR PERFORMANCE; CONTRACTOR DAMAGES; LIQUIDATED DAMAGES

4.1 CONSULTANT shall perform the services described in the Work Authorization within the time periods specified in the Project Schedule included in Exhibit A to the Work Authorization. Such time periods shall commence from the date of the Notice to Proceed for such services. If this Agreement and/or the Work Authorization extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes, as it may be amended from time to time. The Work Authorization shall not expire until the expiration of all warranty periods provided for in the construction contract(s) for the Project, unless it is terminated earlier as provided under applicable provisions of this Agreement.

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

4.3 Prior to the commencement of any services under any Work Authorization, CONSULTANT must receive the Purchase Order with a written Notice to Proceed from the Contract Administrator. Thereafter, CONSULTANT must receive a written Notice to Proceed from Contract Administrator prior to beginning the performance of services in any phases or tasks under any Work Authorization. Prior to granting approval for CONSULTANT to proceed with any Work Authorization, or phase or task thereof, 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
4.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, County shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay. In the event that issuance of a Notice to Proceed for specific phases or tasks is delayed by the Aviation Department pursuant to Section 4.3, the CONSULTANT's time to complete services will be adjusted as appropriate, subject to Contract Administrator approval.

4.5 If CONSULTANT is performing construction phase services, in the event the Contractor engaged for the Project fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County or if the Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, County shall grant a reasonable extension of time for completion of the services, and if appropriate, a reasonable increase in compensation. Any additional compensation will be paid in accordance with the rates, fees, and overall multipliers established by this Agreement.

4.6 If CONSULTANT is performing construction phase services, in the event the Contractor engaged for the Project fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT or by CONSULTANT's failure to perform in accordance with this Agreement, then CONSULTANT shall pay to County (or, at the election of the County, to the damaged Contractor) that portion of Contractor's claim attributable to CONSULTANT's failure. By reference hereto, the provisions of the construction contracts between the County and its Contractors pertaining to (i) computation of delay costs/damages (and any amounts included therein, whether direct or indirect) and (ii) resolution of disputes, are incorporated into this Agreement by this reference. CONSULTANT acknowledges receipt of and familiarity with such construction contract provisions and CONSULTANT accepts and agrees to perform the duties of the "CONSULTANT" or "Criteria Engineer" set forth therein, including participation in
mediation when required by such construction contracts. The foregoing obligations are in addition to, independent of, and shall not be construed to limit or affect the rights and obligations of either party as set forth in Section 10.9, "INDEMNIFICATION OF COUNTY."

4.7 In the event CONSULTANT fails to complete the phases and tasks of services identified in any Work Authorization on or before the applicable Time for Performance, CONSULTANT shall pay to County the sum of $250.00 dollars 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 for its inability to proceed with, and complete, the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the respective phases 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 10.9, INDEMNIFICATION OF COUNTY.

ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION: The total cumulative amount authorized for all Work Authorizations issued under authority of this Agreement to CONSULTANT shall be limited to $9,300,000.00 (nine million three hundred thousand dollars) for the initial three-year period beginning on the date this Agreement is fully executed by both parties. Funding for the two, one-year options shall be based on the Capital Improvement Program budget for that fiscal year. The method of compensation to be paid under each individual Work Authorization shall be pursuant to one or a combination of the following:

5.1.0 Deliverables List and Staff-Hour Calculation

Based upon the Scope of Services described in the Work Authorization, the CONSULTANT has provided a list of drawings, reports, studies, and other design related deliverables to the Contract Administrator and assigned a quantity of staff-hours to each document/task. The staff-hours and deliverables assigned to each document/task have been approved by the Contract Administrator, and are the basis for the Maximum Amount Not-To-Exceed amount for each phase and/or task. The Maximum Amounts Not-To-Exceed set forth in Section 5.1.2, below, shall not be increased if the actual hours or deliverables required for any phase or task exceed that agreed to by Contract Administrator and the CONSULTANT, unless any such work over and above the agreed to hours or deliverables is not
due to the fault of CONSULTANT and is due to factors beyond the control of the CONSULTANT.

5.1.1 **Maximum Compensation Payable to CONSULTANT.**

County agrees to pay CONSULTANT as compensation for performance of all services as related to any Work Authorization required under the terms of this Agreement, Salary Costs, as described in Section 5.2, up to a maximum amount as stated in the Work Authorization.

(b) It is understood that the method of compensation is that of Maximum Amount Not-To-Exceed, as specified. For tasks or phases as noted, CONSULTANT shall perform all services set forth for total compensation in the amount of, or less than, that stated above. The total hourly rates payable by County for each of CONSULTANT's employee categories shall be shown on Exhibit B.

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

5.2 **SALARY COSTS**

5.2.1 The term Salary Costs as used in this Agreement for CONSULTANT and its subconsultants shall mean the hourly rates as shown on Exhibit B, attached hereto and made a part hereof, which includes fringe benefits, including, but not limited to: sick leave, vacation, holiday, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, and medical and insurance benefits. Such salary costs shall be paid to all personnel engaged directly on the Project including, but not limited to, principals, architects, engineers, draftspersons, CAD operators, administrators, and clerks. Said Salary Costs are to be used only for time directly attributable to the Project or the work and services described in a Work Authorization, as applicable. Total costs comprising the overhead and fringe benefit factors shall be consistent with the guidelines set forth on Attachment IV, relating to eligible overhead costs, and shall also be consistent with the Federal Acquisition Regulation (FAR) Guidelines for Cost & Pricing Data. A detailed breakdown of these costs shall be kept current and readily accessible to County. The breakdown of overhead and fringe benefit factors shall be certified by a Certified Public Accountant; provided however, subconsultants of the CONSULTANT may be exempted from this requirement upon application to, and written approval by, the
County Auditor. Said certification shall be dated within ninety (90) calendar days after CONSULTANT's just completed fiscal year. CONSULTANT certifies that the rates and multipliers are consistent with the Federal Acquisition Regulation (FAR) Guidelines for Cost & Pricing Data and with Attachment IV.

5.2.2 CONSULTANT acknowledges and agrees that (i) the record keeping and audit requirements in this Agreement shall be required in all subconsultant agreements, (ii) the rates in Exhibit B for subconsultants 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 any subconsultant, the County shall make payment to CONSULTANT for any such subconsultant's work based on the actual costs determined by the audit; (iii) the overhead and fringes costs for all subconsultants are to be computed in compliance with FAR standards, (iv) prior to issuance of any Notice to Proceed or Work Authorization, a Statement of Direct Labor, Fringe Benefits & Overhead supporting the billing rates shall be submitted by CONSULTANT, (v) a Project Cost Summary by Staff Classification shall be submitted by CONSULTANT in advance of each Notice to Proceed and Work Authorization and significant changes in the staff classifications assigned from those proposed must be approved in writing by the Contract Administrator in advance. The multiplier shall never exceed 2.90 for the life of this agreement.

5.2.3 CONSULTANT certifies as of the date of this Agreement that all rates and multipliers set forth herein are within an acceptable range (reflective of inflationary factors) as those rates and multipliers in other contracts that CONSULTANT has either with the County or as a subconsultant under a County contract.

5.2.4 The rates shown on Exhibit B are subject to change annually beginning on the first anniversary of the contract execution date and on each contract year thereafter, and will be based upon the cost of living for the year ending the previous June 30. Any change in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The change in the cost of living shall be determined from the Miami – Ft. Lauderdale Average for urban wage earners and clerical workers for all items as published monthly by the Bureau of Labor Statistics (June 2003-179.6). In any event the maximum hourly rate for any position on Exhibit B shall not exceed $275.50/hour during the entire term of this Agreement.

5.2.5 If the method of compensation between County and CONSULTANT is a Maximum Amount Not-To-Exceed and CONSULTANT has "Lump Sum" agreements with any subconsultant(s), then CONSULTANT shall bill all "Lump Sum" subconsultant fees as Salary Costs with no "markup." CONSULTANT shall bill all other subconsultant fees using the employee categories for Salary Costs on Exhibit B and Reimbursables defined in Section 5.3. All subconsultant Reimbursables shall be billed in the actual amount paid by CONSULTANT. Subconsultant Salary Costs shall be billed to County in the actual amount paid by CONSULTANT.
5.3.5 Any expense amounts identified on Exhibit K may be transferred to any other Reimbursable item by the Contract Administrator. Notwithstanding the foregoing, the receiving category may not be increased by an aggregate amount that is greater than the Director of Aviation's change order authority (as provided in Section 21.73(c) of the Administrative Code) unless Board approval is first obtained.

5.3 REIMBURSABLES

5.3.1 In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses up to the maximum amount set forth in Section 5.1.1 that are directly attributable to the services to be performed under this Agreement ("Reimbursables") will be charged at actual cost, shall be in accordance with Attachment III, and shall be limited to the following:

(a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses from locations inside the Dade-Broward-Palm Beach County area to locations inside the Dade-Broward-Palm Beach County area will not be reimbursed. Transportation expenses to locations outside the Dade-Broward-Palm Beach County area or from locations outside the Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

(b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel, subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the Tri-County area (Dade-Broward-Palm Beach County) will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive calendar days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn. Reimbursables covered hereby must have the written approval of the Contract Administrator prior to payment of same.

(c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices and the County. The CONSULTANT's field office at the Project site is not considered a permanent office. Reimbursables covered hereby must have the written approval of the Contract Administrator prior to payment of same.
(d) Cost of printing, reproduction or photography which is required by or of CONSULTANT to deliver services set forth in this Agreement. Reimbursables covered hereby must have the written approval of the Contact Administrator prior to payment of same.

(e) Identifiable geotechnical investigations, utility locations and testing costs pre-authorized in writing by Contract Administrator.

(f) Permit fees paid to regulatory agencies for approvals directly attributable to the Project, pre-authorized in writing by the Contract Administrator. These permit fees do not include those permits required for the construction contractor.

(g) The Reimbursables listed on Exhibit K, attached hereto and made a part hereof. Reimbursables described by Exhibit K hereby must have the written approval of the Contract Administrator as specified in Exhibit K.

(h) Any other Reimbursables identified as such in a Work Authorization, which must have the written approval of the Contract Administrator, as specified in the Work Authorization.

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

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

5.3.4 It is acknowledged and agreed by CONSULTANT that the dollar limitation for Reimbursables set forth in Section 5.1.1 is a limitation upon, and describes the maximum extent of, County's obligation to reimburse CONSULTANT for Reimbursables, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If County or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by County prior to incurring such expenses.

5.3.5 Any expense amounts identified on Exhibit K may be transferred to any other Reimbursable item by the Contract Administrator. Notwithstanding the foregoing, the receiving category may not be increased by an aggregate amount that is greater than the Director of Aviation's change order authority (as provided in
Section 21.73(c) of the Administrative Code) unless Board approval is first obtained.

5.4 METHOD OF BILLING

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

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

5.4.2 Billings shall also indicate the cumulative amount of CDBE participation for the period covered by the billing as well as the cumulative amount to date, CONSULTANT shall also submit with each invoice a Certification of Payments to subconsultants and suppliers, using the form attached as Exhibit I for all subconsultants, including CDBE and non-CDBE. The certification shall be accompanied by a copy of the notification sent to each subconsultant and supplier listed in item 2 of the form, explaining the good cause why payment has not been made. In addition, the CONSULTANT shall submit with each pay request Exhibit C-3, "MONTHLY CDBE Utilization Report."; HOWEVER, if not invoicing monthly, the Utilization Report must be submitted monthly to Small Business Development Division, 115 South Andrews Avenue, Room A680, with copy to Project Manager; and shall submit with the final pay requests, Exhibit C-4, "Final CDBE Utilization Report," listing only those subconsultants certified as CDBE's to show expenditures made to date to achieve compliance with the assigned goals.

5.4.3 All Applications for payment shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number and project title which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by the 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.

5.5 METHOD OF PAYMENT

5.5.1 County shall pay CONSULTANT within twenty-five (25) business days from receipt of CONSULTANT's proper invoice, as required by County's Prompt Payment Ordinance (Section 1-51.6, Broward County Code of Ordinances, as it may be amended), ninety percent (90%) of the total fees shown to be due on such statement. When the services to be performed on any phase or task of the Project or Work Authorization are fifty percent (50%) complete and upon written request by CONSULTANT, the Contract Administrator shall authorize that subsequent payments for each such phase or task shall be increased to ninety-five percent (95%) of the total fees shown to be due on subsequent statements, unless the County has a good faith dispute regarding the work performed. No amount shall be withheld from payments for Reimbursables or for services performed during the construction phase. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. In addition to the foregoing, upon written request from the CONSULTANT, the Contract Administrator may authorize
release of retainage to a particular subconsultant when the work of that subconsultant is satisfactorily completed. Any reduction in subconsultant retainage shall be at the sole discretion of the Contract Administrator.

5.5.2 Upon CONSULTANT’s satisfactory completion of each Work Authorization and receipt of all documentation, including deliverables to include record drawings, retainage shall be released and project closed out by Contract Administrator.

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

5.5.4 Notwithstanding the foregoing, no payments shall be made for phases or tasks generally referred to as “Permitted Contract Documents,” until the permits associated with each such phase or task have been issued by all regulatory agencies with permitting jurisdiction of same. CONSULTANT is responsible for submittal of all drawings to permitting agency. County will pay for first review process. Any additional reviews due to changes to the project drawings or project manual or other supporting document made necessary by jurisdictional reviews or errors or omissions shall be made by CONSULTANT (and pertinent Subconsultant) at no additional cost to County.

In the event County elects not to obtain permits for any of the Permitted Contract Documents phase(s) or task(s), through no fault of CONSULTANT, then County shall pay CONSULTANT the portion of fees earned for such Permitted Contract Documents phase(s) or task(s) in relation to the percentage of the work completed, not to exceed seventy-five percent (75%) of the maximum amount not to exceed fee for each such phase or task.

5.5.5 Payment will be made to CONSULTANT at:

HDR ENGINEERING, INC.
P.O. Box 3480
Omaha, NE 68103-0480

5.5.6 CONSULTANT shall pay its subconsultants and suppliers within ten (10) calendar days following receipt of payment from the County for such subconsultants 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 ten (10) calendar days following receipt of payment of retained amounts from County.

5.5.7 CONSULTANT agrees that nonpayment of any of its subconsultants or suppliers as required by Subsection 5.5.6 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 bonafide dispute with its subconsultant or supplier.

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

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

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

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

6.3 In the event a dispute between the Contract Administrator and CONSULTANT shall arise over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the Aviation Director for resolution. In the event the CONSULTANT does not agree with the Aviation Director’s decision, the CONSULTANT shall file a written complaint with the Director of Purchasing, in writing, within seven (7)
calendar days from the date of the Aviation Director’s decision, which complaint shall be filed in accordance with section 21.22.d of the Broward County Administrative Code. Proceedings regarding such complaint shall be conducted pursuant to section 21.22.d of the Broward County Administrative Code. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

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

ARTICLE 7
COUNTY’S RESPONSIBILITIES

7.1 County shall assist CONSULTANT by placing at CONSULTANT’s disposal all information County has available that is pertinent to the Project including previous reports and any other data relative to design or construction of the Project. It is understood and agreed that County, in making reports, site information and documents available to the CONSULTANT is in no way certifying as to the accuracy or completeness of such data, including any information provided in the County’s Request for Letters of Interest, RLI #20071017-0-AV-1, and any supporting documentation included therein. Any conclusions or assumptions drawn through examination thereof shall be the sole responsibility of the CONSULTANT and subject to whatever measure it deems necessary to final verification essential to its performance under this Agreement.

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

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

7.4 County shall give prompt written notice to CONSULTANT whenever County observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT’s services or any defect in the work of the Contractor.
ARTICLE 8 – EEO AND CDBE COMPLIANCE

8.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

8.1.1 CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or National origin, sexual orientation (including but not limited to Broward County Code, Chapter 16%), marital status, political affiliation, or physical or mental disability if qualified. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, age, religion, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, terms and conditions of employment; and selection of training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

8.1.2 The CONSULTANT shall also require that any contractor selected to perform work on a County project include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project funded from sources as defined in 44 CFR Section 26.3 shall comply with the requirements of 49 C.F.R. Parts 23 and 26, as amended and as applicable. The Subconsultants or Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

8.1.3 CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment; and selection of training, including apprenticeship), and accessibility.

8.14 CONSULTANT shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code,
Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

8.1.5 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.

8.1.6 CONSULTANT agrees to abide by the nondiscrimination requirements set forth on Attachment I, attached hereto and made a part hereof.

8.2 COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE PROGRAM ("CDBE") COMPLIANCE

8.2.1 The Community Disadvantaged Business Enterprise Act of 2007 (Broward County Ordinance No. 2007-32) ("Business Opportunity Act") establishes the County's policy for participation by small, and economically disadvantaged business enterprises in all County contracts. In completing this Project, CONSULTANT agrees to and shall comply with the Business Opportunity Act. The County shall review each proposed modification to this Agreement that, by itself or aggregated with previous modifications, increase the contract value of this Agreement by ten percent (10%) of the initial contract value, or Fifty Thousand Dollars ($50,000) whichever is less, for opportunities to include or increase the participation of CDBE's already involved on this Agreement.

8.2.2 The Participation goal for this Agreement is 35%.

8.2.3 CONSULTANT has committed to the CDBE performance delineated on the attached Exhibit C-1, "Schedule of CDBE Participation" which indicates the names, addresses, scope of work and dollar value or percentage of participation. CONSULTANT understands that each CDBE firm utilized on the Project to meet County's participation goal must be certified by County.

8.2.4 County and CONSULTANT agree that prime and subcontract awards to CDBE's are crucial to the achievement of County's participation goals. In an effort to assist County in achieving its established goal for this Project, CONSULTANT agrees to take affirmative actions to meet the current CDBE participation goal established by County.

8.2.5 Unless the time for submission of same is extended in writing by the Broward County Small Business Development Division, a Letter of Intent to perform as a
subcontractor executed by each CDBE subcontractor listed on the Schedule of CDBE Participation must be submitted to the Broward County Small Business Development Division prior to execution of this Agreement. A Letter of Intent form may be obtained at the Broward County Small Business Development Division office. The information contained within the Letter of Intent and the information contained within the Schedule of CDBE Participation should be the same as to content.

8.2.6 CONSULTANT understands that it is the responsibility of the Contract Administrator and the Broward County Small Business Development Division to monitor compliance with the CDBE requirements.

8.2.6.1 CONSULTANT shall submit with each invoice a Certification of Payments to subconsultants and suppliers, using the form attached as Exhibit I for all subconsultants, including CDBE and non-CDBE subconsultants. The certification shall be accompanied by a copy of the notification sent to each subconsultant and supplier listed in paragraph 2 of the form, explaining the good cause why payment has not been made. In that regard, CONSULTANT agrees to furnish an updated CDBE Utilization Report (Exhibit C-3) to the Contract Administrator with each invoice for payment or upon request of the Contract Administrator or the Broward County Small Business Development Division, showing all expenditures made to achieve compliance with its assigned goals or other contractual conditions agreed to by CONSULTANT pursuant to the Business Opportunity Act. All reports shall include the name, business address, description of the work performed and/or product or service supplied by each CDBE; the date and amount of each expenditure; verification of the CDBE status of any contractor performing any portion of this Agreement; and any other information requested by County which may assist County in determining the CONSULTANT’s compliance with its contractual obligations, or may assist in the implementation and enforcement of the Business Opportunity Act.

8.2.6.2 The Final CDBE Utilization Report (Exhibit C-4) must be submitted with the final invoice for payment (in lieu of Exhibit C-3), listing only those subconsultants certified as CDBE’s, to show expenditures made to date to achieve compliance with the assigned CDBE goal. The submission of the reports required by this subparagraph shall be a condition of payment to CONSULTANT.

8.2.6.3 All Work Authorizations shall be carefully examined for CDBE participation to determine whether cumulatively, the assigned CDBE goal breakdown will be achieved during the term of the Agreement and if good faith efforts are being made toward achieving the assigned CDBE goal.
8.2.7 In the event of CONSULTANT’s noncompliance with its participation commitment to a CDBE (including without limitation the unexcused reduction of CDBE participation), the affected CDBE shall have the right to exercise the following remedies if the noncompliance is or was due to no fault of the CDBE, and due to the willful action or omission of CONSULTANT:

8.2.7.1 The affected CDBE shall be entitled to damages pursuant to its agreement with CONSULTANT.

8.2.7.2 If a subcontractor, material supplier, or other similarly-situated person institutes an arbitration proceeding claiming non-compliance with the Business Opportunity Act by CONSULTANT, then only in such event shall the remedies include an undertaking by CONSULTANT to submit any dispute concerning such damages to binding arbitration by an independent arbitrator. However, binding arbitration shall not be available as to any dispute between CONSULTANT and County; nor shall County incur any cost, fee, or liability relative to any arbitration proceedings. An arbitrator may award reasonable attorney’s fees and costs against a non-prevailing party.

8.2.7.3 Nothing under this Section 8.2 shall be construed to limit the rights of and remedies available to County, including the right to seek its own damages pursuant to this Agreement.

8.2.8 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) calendar day’s notice, to allow County to determine CONSULTANT’s compliance with its commitment to CDBE participation goal and the status of any CDBE performing any portion of this Agreement.

8.2.9 Upon request by the Contract Administrator, CONSULTANT agrees to furnish the County with a copy of its Affirmative Action Policy.

8.2.10 The CONSULTANT must inform the Contract Administrator and the Broward County Small Business Development Division immediately, in writing, when a CDBE subconsultant is not able to perform. If the CONSULTANT is unable to substitute the unavailable CDBE with another certified CDBE, the actual substitute of a non-CDBE subconsultant may not occur until the Broward County Small Business Development Division has verified the good faith efforts of the CONSULTANT to substitute the unavailable CDBE with another certified CDBE.

8.2.11 CONSULTANT shall pay its subconsultants and suppliers within ten (10) calendar
days following receipt of payment from the County for such subconsultants 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 ten (10) calendar days following receipt of payment of retained amounts from County.

8.2.12 CONSULTANT agrees that it cannot terminate a CDBE subcontractor for convenience and then perform the work with its own forces or its affiliate. If a situation arises that a CDBE subcontractor needs to be replaced or removed from the team, CONSULTANT must submit a written request to the Small Business Development Division with detailed explanation or justification for the submission of such request. If the request is due to a voluntary cessation of the CDBE firm from the team, documentation supporting the voluntary cessation must accompany the request. Requests for substitution or termination of CDBE subcontractors will only be approved on a case-by-case basis, provided that reasons cited are properly justified. When a CDBE subcontractor is terminated, or fails to complete its work, CONSULTANT must make good faith efforts to find another CDBE subcontractor to substitute for the original CDBE.

8.2.13 CONSULTANT agrees that nonpayment of a CDBE subcontractor or supplier as required by Section 8.2.11 shall be a material breach of this Agreement and that County's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CONSULTANT demonstrates timely payments of sums due to such subcontractors or suppliers. CONSULTANT agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude County or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 8.2 shall not be employed when CONSULTANT demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier.

ARTICLE 9
INSURANCE

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

9.2 Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect County and the Broward County Board of County Commissioners by naming County and the Broward County Board of County Commissioners as additional insureds under the Comprehensive
General or Commercial Liability Insurance policy hereinafter described, as well as on excess liability.

9.3.1 **Professional Liability Insurance** shall be provided with the limits of liability provided by such policy to be no less than Two Million Dollars ($2,000,000.00) each claim, with a maximum deductible of Two Hundred Thousand Dollars ($200,000.00).

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

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

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

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- Products/Completed Operations Hazard

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

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

9.5 Pollution and Environmental Liability Insurance, which includes clean up costs and Environmental Impairment Liability insurance coverage, shall be in the minimum amount of Two Million Dollars ($2,000,000.00) per claim, subject to a maximum deductible of Two Hundred Fifty Thousand ($250,000.00) per claim. Such policy shall name Broward County Board of County Commissioners as additional insured. CONSULTANT shall be responsible for all deductibles in the event of a claim. As to the Pollution and Environmental Liability Insurance coverage only, Contractor will obtain this coverage for each Work Authorization or any other County document that contains an environmental component which will be in effect for the duration of said Work Authorization or other County document, and Contractor shall provide evidence to BCAD of this coverage two weeks prior to the issuance of the NTP by BCAD for such Work Authorizations. Approval by the County Risk Management Division of said coverage will be required prior to Contractor beginning work.

9.6 In the event CONSULTANT elects to enter into any subcontracts in order to perform work/activities or any work under this agreement, then CONSULTANT agrees to include in its contact with it subconsultant(s), the requirements set forth above in favor of COUNTY. The CONSULTANT further agrees to provide COUNTY, prior to commencement of any activities by its subconsultant, Certificates of Insurance evidencing subconsultant(s) compliance with the requirements of this section.

9.7 Right to revise or reject: Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.
ARTICLE 10
MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement are and shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to County in the requested form or format within seven (7) calendar days of the earlier to occur of: (i) written request from the Contract Administrator, or (ii) the termination of this Agreement by either party.

The CONSULTANT shall provide County with "as built" plans and specifications for the Project, including one set of reproducibles, stamped "record as built" and one set of machine readable disks containing electronic data in an AUTOCAD format version 2009, or that which meets the Aviation Department's graphic standards, of the "as-constructed" or "record" plans for such improvements. CONSULTANT shall provide periodic updates as required by Contract Administrator.

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

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

10.2 TERMINATION

10.2.1 This Agreement or any Work Authorization may be terminated for cause by action of Board or by CONSULTANT if the party in breach has not corrected the breach within five (5) calendar days' written notice from the aggrieved party identifying the breach, or for convenience by action of Board upon not less than fourteen (14) calendar days' written notice by Contract Administrator. This Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate under the circumstances in the event County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
10.2.2 Termination of this Agreement for cause shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Project, notwithstanding whether any such breach was previously waived or cured.

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

10.2.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 10.1 of this Agreement are provided to the County. Upon being notified of County's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall County make payment of profit for services which have not been performed. CONSULTANT acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by County, the receipt and adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for County's right to terminate this Agreement for convenience.

10.2.5 In addition, the County shall have the right, at its sole and exclusive discretion and upon seven (7) calendar days notice in writing, to terminate any one or more phases or tasks described in Exhibit A, from this Agreement or a Work Authorization, or any phases or tasks described in a Work Authorization, and to procure services for such phases or tasks from another source. In such event: (i) CONSULTANT shall be paid for services performed through the date of termination (including all Reimbursables then due or incurred to termination date); and (ii) any phases or tasks not terminated by such written notice shall continue to be covered by this Agreement and CONSULTANT shall perform the services required by such phases and tasks pursuant to the terms and conditions hereof. However, CONSULTANT shall refrain from performing further services or incurring any additional expenses under any terminated phases and tasks.

10.2.6 If the term of this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from County in accordance with Chapter 129, Florida Statutes, as it may be amended.
10.2.7 In the event of any termination (whether a termination of the entire Agreement or any phase or task of the Agreement) CONSULTANT shall deliver all documents and records, including without limitation, all data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement (in whatever state they may be in at the date of termination) to the County within seven (7) calendar days following receipt of the written notice of termination. Any compensation due CONSULTANT shall be withheld until all documents and records are received by County as provided herein.

10.2.8 This Agreement may also be terminated by the Board:

10.2.8.1 Upon the disqualification by County's Director of Small Business Development Division of CONSULTANT as a CDBE if CONSULTANT's status as CDBE was a factor in the award of this Agreement and such status was misrepresented by CONSULTANT;

10.2.8.2 Upon the disqualification by County's Director of Small Business Development Division of CONSULTANT if CONSULTANT obtained this Agreement or attempted to meet its CDBE contractual obligations through fraud, misrepresentation, or material misstatement;

10.2.8.3 Upon the disqualification by County's Director of Small Business Development Division of one or more of CONSULTANT's CDBE participants if any such participant's status as a CDBE was a factor in the award of this Agreement and such status was misrepresented by CONSULTANT or such participant;

10.2.8.4 Upon the disqualification by County's Director of Small Business Development Division of one or more of CONSULTANT's CDBE participants if such CDBE participant attempted to meet its CDBE contractual obligations through fraud, misrepresentation, or material misstatement;

10.2.8.5 If CONSULTANT is determined by County's Director of Small Business Development Division to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CDBE status of its disqualified CDBE participant. If so determined, CONSULTANT shall not be awarded CDBE participation credit.
10.3 AUDIT RIGHT AND RETENTION OF RECORDS

County shall have the right to audit the books, records, and accounts of CONSULTANT and its subconsultants that are related to the Project and this Agreement. CONSULTANT shall keep such books, records and accounts and shall require any and all subconsultants to keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the Project and this Agreement, including without limitation, entries as to personnel hours charged to the Project and any Work Authorization and any expenses for which CONSULTANT expects to be reimbursed. All books, records and accounts of CONSULTANT shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT shall make same available at no cost to County in written form. Incomplete or incorrect entries in such books and records and accounts will be grounds for County's disallowance and recovery of any fees or expenses based upon such entries.

CONSULTANT and its subconsultants shall preserve and make available, at reasonable times for examination and audit by County, all books, records and accounts relating to the Project and this Agreement, including without limitation, financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement or the Project, all of which shall be preserved for the required Retention Period (as hereinafter defined). The Retention Period is defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), or if any audit has been initiated and audit findings have not been resolved at the end of such period, the books, records and accounts shall be retained until resolution of the audit findings, 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, records and accounts 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, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT.

10.4 PUBLIC ENTITY CRIMES ACT

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

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

10.5 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, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.6 SUBCONSULTANTS

10.6.1 CONSULTANT shall utilize the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services for the Project. The list of subconsultants submitted is set forth on Exhibit C and the Salary Costs are set forth on Exhibit B. 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 a subconsultant results in CONSULTANT's noncompliance with CDBE participation goals, such failure shall entitle the affected CDBE subconsultant to damages available under local and state law.

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

10.6.3 CONSULTANT shall cause subconsultants to submit a completed Exhibit B, in the form attached hereto, detailing such rates for authorization prior to utilizing such subconsultant. Should any subconsultant fail to submit a completed Exhibit B, in the form attached hereto, or fail to submit a properly completed Exhibit B, as determined by the County Auditor, the CONSULTANT shall notify the Broward County Small Business Development Division ("SBDD") of any such event, and until the failure is cured the CONSULTANT may withhold payment of any sums due the subconsultant. In addition, the CONSULTANT may make written request to the Contract Administrator (with a copy to the County Auditor and the SBDD) to replace such subconsultant with a subconsultant that is in compliance with the provisions hereof. If the Contract Administrator approves any change or modification of subconsultants pursuant to Section 10.6.1, then Exhibits C and B shall be updated accordingly and attached to this Agreement by the Contract Administrator.

10.6.4 CONSULTANT shall bind each and every approved subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Section 10.12 on CONSULTANT's subconsultants. CONSULTANT shall be responsible for recommending to the Broward County Risk Management Division the insurance coverages it will require of each of its subconsultants, after taking into consideration the services to be provided by each of its subconsultants. The Broward County Risk Management Division may either (i) accept the recommendation(s) of the CONSULTANT or (ii) require any coverages that the Risk Management Division determines are necessary to protect the County's interests. CONSULTANT shall require the proper licensing of each of its' subconsultants and shall provide the insurance coverage's as finally determined in the sole discretion of the Risk Management Division.

10.6.5 If any of the services outlined in this Agreement are furnished by CONSULTANT by obtaining the services of subconsultants, CONSULTANT 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.

10.7 CONSULTANT CERTIFICATION

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

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without the written consent of the other party. CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.6 or agreed to in each Work Authorization in accordance with Article 4. COUNTY shall have the right to terminate this Agreement and any Work Authorizations, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any Work Authorization or any right or interest herein by CONSULTANT without COUNTY’s written consent.

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

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT’s performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the prevailing local industry standards.

10.9 INDEMNIFICATION OF COUNTY

10.9.1 CONSULTANT shall indemnify, and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require that CONSULTANT defend, indemnify, or hold harmless the County, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. In the event that any action or proceeding is brought against County by reason of any such claim or demand, CONSULTANT shall, upon written notice from County, resist and defend such action or proceeding by counsel satisfactory to County.

10.9.2 To the extent considered necessary by Contract Administrator and County Attorney, any sums due CONSULTANT under this Agreement may be withheld
by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld by County shall not be subject to payment of interest by County.

10.9.3 The provisions of this Section 10.9 shall survive the expiration or earlier termination of this Agreement.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT

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

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

10.11 NO CONFLICTS

10.11.1 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.

10.11.2 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.

10.11.3 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, 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 work for any of the listed entities, 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.

10.11.4 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.

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

10.12 ALL PRIOR AGREEMENTS SUPERSEDED / AMENDMENTS

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

10.12.2 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in a written document prepared with the same or similar formality as this Agreement and executed by the parties hereto.

10.13 NO INTEREST

10.13.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for 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.
10.14 NOTICES

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

FOR BROWARD COUNTY:

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

with a copy to:

Contract Administrator
Aviation Department – Airport Development
100 Aviation Boulevard
Fort Lauderdale, FL 33315

FOR CONSULTANT:

HDR ENGINEERING, INC.
Charles T. Sinclair, P.E.
Senior Vice President

10.15 TRUTH-IN-NEGOTIATION CERTIFICATE

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

10.16 INTERPRETATION

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

10.17 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified on Exhibit B-1 for the Project as long as said key staff are in CONSULTANT's employment. CONSULTANT's key staff shall not be changed without the prior written approval of the Contract Administrator as set forth below.

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.

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

10.18 DRUG-FREE WORKPLACE

It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by CONSULTANT shall serve as CONSULTANT's required certification that it either has or that it will
establish a drug-free 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.

10.19 CERTAIN ADDITIONAL PROVISIONS PERTAINING TO AIRPORT PROJECTS

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

10.20 PREVAILING WAGE REQUIREMENT

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

10.21 INDEPENDENT CONTRACTOR; THIRD PARTY BENEFICIARIES; 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 the County.

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

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

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

10.23 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

10.24 COMPLIANCE WITH LAWS

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

10.25 AGREEMENT SEVERABLE: WAIVER OF BREACH AND MATERIALITY

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

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

10.25.3 County and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
10.26 PUBLIC ART AND DESIGN

10.26.1 CONSULTANT acknowledges that Broward County adopted Ordinance #95-20 establishing a Public Art and Design Program. The purpose of Ordinance #95-20 is to integrate art into capital projects and to integrate artists' design concepts into the overall Project design. Artist(s) are selected by Broward County through an independent process and artist(s) will be funded by the Public Art and Design Program administered by the Broward County Cultural Division at the direction of the Broward Cultural Council through its Public Art and Design Committee.

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

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

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

10.26.5 In addition to the foregoing, CONSULTANT shall, prior to authorizing the incorporation of any of the artist(s)' artwork into the Project, obtain a waiver signed by the artist(s) from the Broward County Cultural Affairs Division, which waiver provides that the artist(s) agrees to allow the artwork to be relocated, if necessary, in the future.

10.27 JOINT PREPARATION

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

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

10.29 NO INTEREST

Unless required by the Broward County Prompt Payment Ordinance, any monies which are the subject of a dispute regarding this Agreement and which are not paid by County when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by CONSULTANT.

10.30 JURISDICTION, APPLICABLE LAW, VENUE, WAIVER OF JURY TRIAL

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

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

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

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

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

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

(remainder of this page intentionally left blank.)
AGREEMENT BETWEEN BROWARD COUNTY AND HDR ENGINEERING, INC. FOR GENERAL ENGINEERING CONSULTANT SERVICES AT FORT LAUDERDALE HOLLYWOOD INTERNATIONAL AIRPORT AND NORTH PERRY AIRPORT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 5th day of May, 2009, and HDR Engineering, Inc., signing by and through its President, duly authorized to execute same.

FOR INDIVIDUAL:

CONSULTANT

WITNESSES:

__________________________________

__________________________________

(TYPE NAME)

____ day of __________, 20__.

FOR CORPORATION:

CONSULTANT

HDR Engineering, Inc.

(TYPE NAME OF CONSULTANT/FIRM)

By ________________________________

(PRESIDENT/VICE PRESIDENT)

Louis J. Pachman

(TYPE NAME OF SECRETARY)

(CORPORATE SEAL)

26th day of March, 2009

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AGREEMENT BETWEEN BROWARD COUNTY AND HDR ENGINEERING, INC. FOR
GENERAL ENGINEERING CONSULTANT SERVICES AT FORT LAUDERDALE
HOLLYWOOD INTERNATIONAL AIRPORT AND NORTH PERRY AIRPORT

COUNTY

ATTEST:

County Administrator, as Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

BROWARD COUNTY, by and through
its Board of County Commissioners

By ____________________________
Mayor

9th day of May, 2009

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By ____________________________
Assistant County Attorney

Name Printed ___________________
Dawn Mehler

Name Printed ___________________
Lindsey A. Payne

Insurance requirements
approved by Broward County
Risk Management Division
EXHIBIT “A”
SCOPE OF SERVICES – Page 1 of 2

Item # | Scope of Service Item | Maximum Amount
--- | --- | ---
1 | Undefined Tasks | $1,000,000.

General architectural and engineering services to perform studies, reports, planning, programming and other pre-design services, design and architectural services (including Schematic Design, Design Development, and Contract Documents phases), commissioning, avionics, taxiways, loops and other AOA features, site investigation, testing, surveying, engineering disciplines, cost estimating, obtaining jurisdictional approvals, supporting and supplementing the County’s bidding and award process, construction contract administration and post-construction services for various aviation facilities, not related to or associated with Items 2 through 9.

2 | Environmental Engineering Services | $5,000,000.

Studies or designs of Environmental engineering services that shall include, but not be limited to, the performance of environmental studies such as Phase 1 and 2 Environmental Site Assessments; regulatory driven site assessments and remedial action planning; remedial action implementation and related construction activities; removal and disposal of contaminated materials such as soil, surface water, groundwater, and free product; groundwater treatment and monitoring; site restoration; risk assessments; stormwater pollution prevention services such as document preparation, compliance inspections, outfall monitoring; environmental training; storage tank compliance inspections; storage tank removal, installation or upgrades; emergency response cleanup services with 1 hour or less response time; environmental permitting; wildlife studies; and other environmental studies, services or related construction activities as required.

3 | Airside Infrastructure Studies/Improvements | $600,000.

Studies or designs of renovations, rehabilitation, enhancements, new facilities, etc. at airside areas of the airport.
EXHIBIT "A"
SCOPE OF SERVICES – Page 2 of 2

Item 4  Safety, Security and Communication Projects – $450,000.
Projects that are mandated by TSA or security requirements such as checkpoint renovations, vehicular gate/fencing modifications, modifications to AOA, SIDA or Secure areas, etc. In addition security camera projects, structural bollards projects, signage projects, etc.

Item 5  Tenant Improvements – $200,000.
Design of renovations or build-outs in preparation for tenants or vendors.

Item 6  Airport Facility Refurbishments/ Improvements – $450,000.
Studies or designs for renovations, enhancements, new facilities, etc., for facilities other than the terminals.

Item 7  Terminal Development Improvements – $300,000.
Studies or designs for renovations, enhancements, new facilities, etc. for the terminals.

Item 8  Landside Infrastructure Studies/Improvements – $300,000.
Studies or designs for renovations, enhancements, new facilities, etc. within landside areas of the airport.

Item 9  Airport Development, Airport Capital Project Support – $1,000,000.
Studies or designs for renovations, rehabilitation, enhancements, new facilities, replacements, etc. Initiated and managed by Airport Development Division.

TOTAL SERVICES: $9,300,000.
EXHIBIT "A"
SCOPE OF SERVICES/PHASES/TASKS/PROJECT SCHEDULES/Deliverables

1.01 Project Description and Program

1.01.01 The following paragraphs form a general description of the professional services required for the design and construction of new facilities. As such, it is not all inclusive and COUNTY does not represent that it is a complete inventory of the professional services necessary to achieve COUNTY’s goals for the new facility. The following paragraphs represent COUNTY’s minimum level of performance but do not limit the professional services that may be required during any project phase described herein.

1.01.02 Project Description

CONSULTANT to include all services in the practice of engineering or architecture for the Broward County Aviation Department (BCAD) which services shall more specifically include the preparation of reports, cost estimates, design (including construction documents, construction administration and inspection services), studies, and other technical tasks. Engineering services shall include civil, structural, MEP, environmental, geotechnical and surveying.

The Project Site is located at Fort Lauderdale/Hollywood International Airport, Fort Lauderdale, Florida; and North Perry Airport, Pembroke Pines, Florida.

1.01.03 Architectural Program

The Architectural Program option checked below is applicable to Basic Services under this Agreement:

☐ A detailed architectural program is available from the Contract Administrator and is attached to this document as Attachment 3, Architectural Program.

☐ A detailed architectural program is not available from the Contract Administrator and shall be developed by CONSULTANT under Programming Option 1 of Predesign Services as further described below.

☐ An architectural program is attached to this document as Attachment 3, Architectural Program. Requirements for CONSULTANT’s use and
modification of that generic program follow under Programming Option 2 of Predesign Services as further described below.

The □ Preliminary □ Final architectural program for this project will be provided by the Contract Administrator with the CONSULTANT's Notice to Proceed. CONSULTANT's use of this program is described within Exhibit "A", Scope of Work of the Professional Services Agreement for this project.

1.02 DELIVERABLES

1.02.01 CONSULTANT shall provide the number of copies specified in each individual Work Authorization, without additional charge, for approval or use by the Contract Administrator. The Contract Administrator may review submitted documents and provide written review comments to CONSULTANT. CONSULTANT shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) within 7 consecutive calendar days from the receipt of Contract Administrator's review comments such documents as required to fulfill the submittal requirements for this Work Authorization.

1.02.02 CONSULTANT shall be required to submit the various documents required by this Work Authorization in both hardcopy and electronic media formats. Requirements for electronic media submittals are contained in the Agreement (Exhibit A, Attachment 2, Electronic Media Submittal Requirements). Requests for deviations from those electronic media submittal requirements shall be submitted in advance by CONSULTANT in writing for the consideration of the Contract Administrator.

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

1.02.04 Detailed Architectural Program

A detailed architectural program is available from the Contract Administrator and is attached to this document.

A detailed architectural program is not available from the Contract Administrator and shall be developed by CONSULTANT as further described below:
A preliminary/generic architectural program is attached to this document. Requirements for CONSULTANT’s use and modification of that generic program follow below.

The Preliminary Final architectural program for this project will be provided by the Contract Administrator with CONSULTANT’s Notice to Proceed. CONSULTANT’s use of this program is described below.

2.01 Basic Services

2.01.01 The services listed below, in addition to those specified by CONSULTANT’s agreement with COUNTY, are related to the specific project or other professional services as necessary to meet the needs of Broward County.

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

3.01 Basic Services By Project Phase

3.01.01 CONSULTANT agrees to: (A) Provide complete professional architectural, engineering and/or other professional design services set forth in the Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the project schedule (Attachment 1, Project Schedule, as attached to this Exhibit A), (C) complete those services that will deliver a facility (or facilities) within COUNTY’s established budget for the project (Attachment 4, Project Budget, as attached to this Exhibit A) and (D) Participate in the Contract Administrator’s programs of Value Engineering and Constructability Reviews throughout Phases I (Schematic Design), Phase II (Design Development) and Phase III (Contract Documents).

3.01.02 CONSULTANT shall schedule and attend a bi-weekly project review and coordination meetings with representatives of the Contract Administrator throughout the Predesign Phase and Phases I through IV of the Project. At each of these meetings, CONSULTANT and Contract Administrator shall review the Project’s budget, schedule, and scope along with CONSULTANT’s development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the project. CONSULTANT shall attend weekly meetings during Phase V (Construction) as required elsewhere in this Agreement. For each project review meeting, and as may be otherwise appropriate during any project phase, CONSULTANT shall provide progress sketches and other documents sufficient to illustrate progress and the issues at hand for the
3.01.03 CONSULTANT and representatives of each subconsulting firm shall attend a Design Phase Kick-Off meeting and a Design Phase Debriefing meeting which will be scheduled by the Contract Administrator at the beginning and end of each of the Project's phases. The Design Phase Kick-Off meeting will provide a forum for the entire project team to review project goals, continuing project issues, and review performance expectations for the respective phase of the project. The Design Phase Debriefing Meeting will provide a forum in which the entire project team can provide feedback concerning team performance, communications, procedures, quality control and other related issues for the current and future projects.

3.01.04 CONSULTANT and its interior designer and/or interior architect shall attend periodic furnishings and equipment coordination meetings as scheduled by the Contract Administrator during the Predesign, Schematic, Design Development and Construction Documents Phases of the Project. These meetings will be scheduled to address and coordinate the layout, selection, specification and documentation of furniture and equipment items for the project. Members of COUNTY's using agencies will attend these meetings to coordinate and communicate their functional requirements and preferences.

3.01.05 CONSULTANT, the Contract Administrator and the artist(s) selected by COUNTY shall attend periodic coordination meetings throughout the project as scheduled by the Contract Administrator to address the incorporation of public art into the facility. These meetings will focus on the nature of the proposed artwork, the opportunities for integrating artwork into an efficient, economical building design, coordination of building systems and components with proposed artwork, coordination and documentation of artwork within the construction contract documents, and the artists' involvement and responsibilities during the construction process.

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

3.01.07 CONSULTANT shall keep Contract Administrator informed of any proposed
changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed and approved in writing by Contract Administrator prior to incorporation into the design or construction documents.

3.01.08 CONSULTANT shall cooperate with Contract Administrator by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Contract Administrator, and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any phase of the project. In the event Contract Administrator accepts recommendations from Value Engineering and Constructability studies, CONSULTANT shall implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.

3.01.09 CONSULTANT shall be required to submit various documents further defined below in both hardcopy and electronic media formats. Requirements for electronic media submittals are contained in Attachment 2, Electronic Media Submittal Requirements, below. Requests for deviations from those electronic media submittal requirements shall be submitted in advance by CONSULTANT in writing for the consideration of the Contract Administrator.

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

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

3.01.12 The CONSULTANT shall pursue design principles and guidelines established by the United States Green Building Council (USGBC) for achieving a "green" LEED-Certified Building and Site Development in all Project Phases as part of Basic Services. Professional services required for the achievement of any level of LEED certification through the USGBC as
may be elected by the Contract Administrator for the Project will be provided under Optional Services

3.02 Predesign Phase:

3.02.01 CONSULTANT shall confer with representatives of the Contract Administrator to verify and confirm the scope of Predesign Services (Site Acquisition and Programming related services) required for the Project; which shall include:

(A) Establishing a listing of Contract Administrator, Using Agency and other representatives who will be providing information or feedback to CONSULTANT during the programming process. Include in this listing the Representative’s name, title, organization, address, phone, fax and e-mail address. CONSULTANT shall periodically review, update and distribute this list throughout this and subsequent Project phases.

(B) Establishing and verifying a chain of responsibility or decision making in COUNTY’s project and functional organizations for use in later decision making during the programming process and subsequent design phases.

(C) Determining whether the Contract Administrator will provide a partial program for tenant occupied spaces and obtaining such program(s) for CONSULTANT’s use and integration into a single programming document for the entire project.

(D) Obtaining and mobilizing any facilities CONSULTANT(s) or other specialists to provide technical or functional information necessary to develop the programming documents.

(E) Developing and implementing user surveys, personal and group interviews, focus groups and other information gathering techniques necessary to establish and verify functional and spatial relationships, work flow and other related criteria.

(F) Obtaining, verifying and further developing the Contract Administrator's preliminary list of building functions and spaces.

(G) Obtaining, verifying and further developing the Contract Administrator's preliminary list of equipment and furnishings including any special
equipment, special furnishings or equipment/furnishings that require custom fabrication or unique installation.

(H) Obtaining, verifying and further developing the Contract Administrator's preliminary list of "County supplied materials" (including furniture and equipment items), construction or related work to be performed by COUNTY, and any salvage items projected to be retained by COUNTY.

(I) Obtaining, verifying and further developing the Contract Administrator's building construction and operating cost estimates.

(J) Obtaining COUNTY's applicable space standards for use on subsequent programming tasks.

(K) Obtaining COUNTY's projected staffing (by position description, title and grade) for use in determining functional space allocations based upon staff assignments and related COUNTY space standards where applicable.

3.02.02 Site Identification and Acquisition Services: CONSULTANT shall assist in the Contract Administrator's identification and acquisition of a project site for the facilities and improvements envisioned by COUNTY by providing a comparative analysis of proposed project site(s) comprised of:

(A) Documentation of all ownership and legal information including Title Deeds and Limitations or Covenants, Developer's Agreements and Legal Descriptions.

(B) Copies of Plat(s) including all Notes, access points, easements, and other site information pertinent to the Plat(s).

(C) A Site Survey in electronic and hard copy formats.

(D) Copies of executed Environmental Reports as required for the project. Include air, water, groundwater, wetlands, asbestos, PVC's and other HazMat conditions, archaeological/cultural resources, wildlife and other natural resources.

(E) Copies of Geotechnical Data related to the site: Geotechnical Report, Soil Boring Report and Soils Analysis.
(F) Documentation of vegetation characteristics of the site in the form of a Tree Survey.

(G) Documentation of on- and off-site utilities, including but not limited to:
   1) Water
   2) Sanitary Sewer
   3) Storm Drainage
   4) Power
   5) Fire Protection
   6) Telecommunications
   7) Networking
   8) TV/Satellite/Radio Transmission/Reception Systems
   9) Security and Alarm
   10) EMS

(H) Documentation of any existing structures and/or site improvements.
   1) Locations on Survey
   2) Photographic record
   3) Inventory Lists
   4) Original as-built documentation from prior/current owner, originating architect or engineer, municipal/county records, or other record source.

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

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

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

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

(M) Documentation of the Site(s) External Restraints on Building Area, Shape and Height
1) Total lot dimensions and area.
2) Usable lot area.
3) Setback restrictions.
4) Other zoning restrictions.
5) Deed covenants, easements, and right-of-ways.
6) Existing construction.
7) Solar orientation.
8) Building shadow restrictions.
9) Required public spaces.
10) Views.
11) General Topography and Drainage Characteristics.
A comparison of the respective sites under consideration by COUNTY with an inventory of positive and negative aspects of each site and a recommendation concerning the optimum site for COUNTY's acquisition and development.

Programming Option 1

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

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

(A) Establishing criteria for importance of room functions and relationships.

(B) Creating a Spatial Interaction Matrix (list of departments, divisions or offices or other suitable subdivision that shows their relationship to others).

(C) Creating room by room spatial interaction diagrams showing all room relationships.

(D) Identifying numerical ratings of the importance of relationships of each room to other rooms.

(E) Making link and node diagrams to show departmental and room relationships identified in the interaction matrices.

(F) Making bubble diagrams indicating spaces with relationships and their importance rankings.

(G) Manipulating bubble diagrams until link crossovers (plan conflicts) are eliminated.

(H) Creating horizontal and vertical diagrammatic block plans with relative spatial requirements with identification of all rooms, corridors, and vertical circulation and exit analysis.

(I) Determine preliminary structural, mechanical, and other engineering systems.
(J) Developing and documenting relative spatial areas for all departments, rooms; mechanical, vertical transportation; service, exit stairs and corridors; and horizontal circulation.

3.02.04 CONSULTANT shall develop and submit space and flow diagrams consisting of diagrammatic studies and pertinent descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.

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

(A) Listing required or optional provisions for phased construction and future additions.

(B) Identifying property building line limitations to estimate ground level building areas.

(C) Listing required or optional provisions for phased construction and future additions.

(D) Verifying and documenting site zoning or other restrictions such as building heights, setbacks, etc.

(E) Identifying orientation considerations for solar, views, street access, etc.

(F) Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.

(G) Estimating size(s) of core area(s) required for:
   1) Mechanical services.
   2) Electrical services.
   3) Vertical transportation.
   4) Stair/smoke towers.

(H) Estimating and documenting structural spans required to-suit room spatial needs.

(I) Identifying options of building configuration based on functions, occupancies, site limitations, orientation, height, spans and structural system.

(J) Identifying and documenting building cladding and fenestration suited to
construction, structural, functional, and cost considerations.

(K) Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.

(L) Identifying and documenting any "Contract Administrator Preferences" for interior and exterior construction types, space planning, site planning, space functionalities, building systems and assemblies, room types, building envelopes, and maintenance and operational considerations.

(M) Identifying and documenting any neighborhood, sociological or demographic influences that will impact the facilities design and operation.

(N) Identifying and documenting goals for integrating public art into the project.

**End of Programming Option 1**

**Programming Option 2**

3.02.02 CONSULTANT shall provide an in-depth review and confirmation of the preliminary architectural program attached to this Scope of Services as Attachment 3. CONSULTANT's services shall culminate in CONSULTANT's submittal of a comprehensive programming document comprised of both electronic and hardcopy formats edited to include the design goals and criteria for both the building and the project's specific site.

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

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

3.02.05 CONSULTANT shall develop the program's project specific description of site development criteria, building configuration, construction, and material standards by:

(A) Listing required or optional provisions for phased construction and future additions.

(B) Identifying property building line limitations to estimate ground level building areas.

(C) Listing required or optional provisions for phased construction and future additions.

(D) Verifying and documenting site zoning or other restrictions such as building heights, setbacks, etc.

(E) Identifying orientation considerations for solar, views, street access, etc.

(F) Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.

(G) Estimating size(s) of core area(s) required for:

1) Mechanical services.
2) Electrical services.
3) Vertical transportation.
4) Stair/smoke towers.

(H) Estimating and documenting structural spans required to suit room spatial needs.

(I) Identifying options of building configuration based on functions, occupancies, site limitations, orientation, height, spans and structural system.

(J) Identifying and documenting building cladding and fenestration suited to construction, structural, functional, and cost considerations.
(K) Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.

(L) Identifying and documenting any "Contract Administrator Preferences" for interior and exterior construction types, space planning, site planning, space functionalities, building systems and assemblies, room types, building envelopes, and maintenance and operational considerations.

(M) Identifying and documenting any neighborhood, sociological or demographic influences that will impact the facilities design and operation.

(N) Identifying and documenting goals for integrating public art into the project.

(End of Programming Option 2)

3.02.06 CONSULTANT shall analyze and document jurisdictional requirements related to concurrency or other regional/urban planning issues.

3.02.07 CONSULTANT shall research and document all codes, laws, rules, regulations and ordinances pertaining to the property, building type and probable building design established by other programming tasks.

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

(A) Reconcile the architectural program with COUNTY's budget.

(B) Advise the Contract Administrator if budget and program are not compatible.

3.02.09 CONSULTANT shall confer with the Contract Administrator and develop recommendations concerning the construction delivery methods (design-bid-build, construction management (CM), CM at Risk, fast-track, phased project, etc.) and the related bidding and/or selection processes necessary to select the construction delivery agent (Contractor, Construction Manager, etc.). These recommendations shall include a discussion of how the future design documentation (including schematics, design development,
construction document and bidding documents) must be developed to accurately and thoroughly communicate the construction process related to each of the optional construction delivery methods. Discussion shall also include an analysis of project cost and schedule implications of selecting the respective alternative construction delivery methods.

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

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

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

3.02.13 CONSULTANT shall provide presentations of the project’s Program to COUNTY’s staff, using agencies or groups, the public and to the Broward County Board of County Commissioners as required.

3.03 PHASE I - Schematic Design:

3.03.01 CONSULTANT shall confer with representatives of the Contract Administrator to verify and confirm the Program (as appropriate to the type of project), consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal
programmatic elements.

3.03.02 CONSULTANT shall, prior to commencing Phase I design activities, inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by the Contract Administrator. Upon discovery of such differing conditions, CONSULTANT shall notify Contract Administrator. If no record (photographs and other written or graphic documentation) of existing facilities was made during Predesign Phase, CONSULTANT shall:

(A) Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition of the existing site with particular attention to the following building/site elements as appropriate to the Project:

1) All above ceiling areas.

2) Power supplies, switch gear, breaker panels, and transformers.

3) Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.

4) Roofing, waterproofing and building envelope systems.

5) Site drainage systems and water retention characteristics.

6) Site vegetation, appurtenances, existing site improvements and access points from adjacent streets.

7) Adjacent properties and those facing the project site across streets or other roadways.

8) On site structures requiring demolition or other "unauthorized" use of the site by third parties which require removal (and/or other disposition) prior to commencement of work on the Site.

(B) Conduct site investigations and inspections. Access to concealed areas shall be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Contract Administrator.

3.03.03 In the event that CONSULTANT believes that the Project scope, schedule or budget is not achievable, CONSULTANT shall immediately notify the Contract Administrator in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.
3.03.04 CONSULTANT shall present a minimum of three alternative design solutions to the Contract Administrator to illustrate optional creative responses to the architectural program. The Contract Administrator will convene a schematic design review conference at which CONSULTANT shall review with the Contract Administrator (and using agency and other concerned parties) these alternative solutions. Alternative approaches should address both design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and CONSULTANT's recommendations concerning the presented alternatives. The Contract Administrator shall identify a preferred design solution which shall then form the basis of CONSULTANT's continuing work on the project and the primary content of the Design Concept and Schematics Report further described below.

3.03.05 CONSULTANT shall prepare, submit and present for approval by the Contract Administrator a Design Concept and Schematics Report, comprised of the Schematic Design Documents listed below including an identification of any special requirement(s) affecting the Project:

(A) "Project Transmittal Form" as required by COUNTY's Construction Management Division. In the absence of a proprietary form issued by COUNTY’s Construction Management Division, CONSULTANT shall utilize its own office standard transmittal form (or an equivalent document such as that published by the American Institute of Architects. The Project Transmittal Form must accurately delineate the date of submittal and list each component document of the submittal.

(B) "Space Chart Form" formatted to list all spaces within the project by room number, room title and net square foot area. The Space Chart Form must also include a listing of the project's total net square foot area, total gross square foot area, and an efficiency percentage derived from the ratio of total net to total gross square foot areas. Note any deviations from Contract Administrator approved programmatic documents for the Project.

(C) For those projects that involve new buildings, building additions and other exterior work, provide a hardcopy and electronic media copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus pick-up areas, parent pick-up areas,
existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps, FEMA and Broward County criteria), and use. The site survey may be an update of informational surveys provided by the Contract Administrator but shall be prepared on electronic media and submitted in both hard and electronic media formats conforming to the Contract Administrator's Electronic Media Submittal Requirements (Attachment 2).

(D) Concept Drawings. These documents shall be schematic drawings responding to the predesign documentation and architectural program requirements illustrating the general scope, scale, and relationship of project components. Documents shall include, as a minimum, the following in addition to other graphic or descriptive materials CONSULTANT may deem necessary to adequately communicate the project:

1) A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plane elevation and velocity zone (pursuant to FEMA and/or Broward County criteria, whichever is most stringent), over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, preliminary chiller plant/cooling tower/ electrical vault locations, accessibility for the disabled, service areas, loading docks, play areas, athletic fields, bus and car loading zones, existing buildings and use, location of proposed building(s) and future additions, relocatable or temporary structures, community use buildings, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA and Broward County criteria for flood plane and velocity zone in which the project is located. The statement shall be signed and dated by the Architect or Engineer of Record.

2) Floor plans showing points of the compass, over-all dimensions, identity of each space, proposed door locations, accessibility for the disabled, room numbers, occupant load of each space, proposed passive design and low energy usage features, possible community service/use areas, mechanical and electrical rooms, any existing buildings and use, future additions, and phased construction.

a. Provide life-safety plan(s) delineating the necessity for and initial decisions concerning exits, provisions for accessibility for the physically challenged, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility. Indicate those facilities, or portions thereof, that will serve as emergency shelters or which have been designed
to incorporate special emergency preparedness features or equipment including a brief notation of those design features and/or equipment.

b. Provide ADA plan(s) delineating the necessity for and initial decisions concerning compliance with the Florida Accessibility Code for Building Construction (1997 edition or later). Include graphics and notations delineating accessible routes, parking, elevators/ramps/lifts, toilet facilities, tactile warnings, signage, telephones, assistive listening systems, and other building equipment and features that will provide accessibility.

3) Provide elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, vertical transportation (elevators, escalators, lifts, ramps and stairs), preliminary material selections, and other building features and spatial relationships.

4) Landscape Concept Drawings indicating preliminary locations and character of proposed landscaped areas that will conform to required zoning and development codes and other jurisdictional requirements of project's location.

5) Preliminary graphics, concept sketches and other supplementary materials suggesting proposed locations for integrated public art, thematic design treatments for children's areas, youth services areas, and/or other special spaces which have been programmed for special or thematic design content (including theme oriented furnishings, graphics, signage, finish materials and other "special" construction such as entryway treatments, etc.).

(E) A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), BellSouth, cable TV and other utility services as required by the Project's scope and program. The Preliminary Project Description should specifically incorporate and address Value Engineering and Constructability issues raised during this project phase. Format Preliminary Project Descriptions to match that specified by the latest edition of the Construction Specifications Institute's "Manual of Practice".

(F) Mechanical Requirements Specific to Remodeling and Addition Projects: Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.
(G) Electrical Requirements Specific to Remodeling and Addition Projects: Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment.

(H) A Project Development Schedule: CONSULTANT shall prepare a schedule of services (Project Development Schedule) in compliance with Project Schedule and for approval by the Contract Administrator. Such schedule shall show activities including but not limited to CONSULTANT efforts and Contract Administrator (and other municipal/agency) reviews and approvals required to complete the design services. This schedule shall initially be submitted to the Contract Administrator for approval within fifteen (15) days of execution of this agreement. As a condition of payment, CONSULTANT will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete) as of the invoice cutoff date and a forecast of when each phase of CONSULTANT's work will be complete. No subsequent payment shall be made if CONSULTANT has not obtained approval of his work schedule, the schedule is not updated, or a forecast is not submitted with each invoice (provided that Contract Administrator conducts its review promptly and does not withhold its approval unreasonably).

1) Include all activities known at this stage of the project's development for the entire project including the construction process. Illustrate all project activities including any projected or preliminary requirements for creating temporary facilities, relocating COUNTY's staff and/or other personnel, removing and storing furniture, equipment and/or other appurtenances, hazardous material abatement, work by COUNTY, work by separate contractors, and any other activities that relate to or may impact construction of the project (including offsite work and related site reviews, permitting, etc.).

2) Prepare in a bar chart format, or other format as required by the Contract Administrator, which may be further developed and updated for submittal during subsequent phases of the Basic Services.

3) CONSULTANT shall not be permitted to deviate from the milestones indicated on the Project Schedule (Attachment 1 of this Agreement) without specific written authorization from the Contract Administrator.

4) CONSULTANT shall notify County in writing of any circumstances which impact CONSULTANT's ability to meet designated milestones in the Project Schedule.
(I) The Statement of Probable Construction Cost: CONSULTANT shall submit to Contract Administrator for review and approval a schematic design phase estimate of probable construction cost itemized by major categories and projected to the expected time of bid. If, in the Contract Administrator's sole opinion, the project merits a schematic design estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as an Optional Service expense.

3.03.06 CONSULTANT shall investigate and determine the municipal, county and other jurisdictional agency (such as the South Florida Water Management District, HRS, etc.) coordination required for the Project and, through the Contract Administrator, make applications for site plan and other review as appropriate to this phase of the project. CONSULTANT shall prepare and provide a list of permits and approvals required by such agencies to the Contract Administrator and shall coordinate with Contract Administrator concerning the timing, application requirements, fees and other matters pertaining to those agency approvals. CONSULTANT, as required by the Contract Administrator, shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project. CONSULTANT shall be responsible for attending and participating in design reviews conducted by the municipal, county or other jurisdictional agency and shall be responsible for responding in writing to all review comments generated in such reviews and providing revised and resubmitted documents as required by reviewing agencies in response to such reviews.

3.03.07 CONSULTANT shall submit five copies of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by the Contract Administrator. The Contract Administrator shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on Attachment 1, Project Schedule. CONSULTANT shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) within 14 consecutive calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above.

3.03.08 CONSULTANT shall provide presentations of the Schematic Design to COUNTY's staff, the public and to the Broward County Board of County Commissioners as required by the Contract Administrator.
3.04 Phase II - Design Development:

3.04.01 After written Notice to Proceed from Contract Administrator and based on the approved Schematic Design Documents and any adjustments authorized by the Contract Administrator in the Project Scope or Project Budget, CONSULTANT shall prepare, submit and present for approval by the Contract Administrator, Design Development Phase documents, comprised of the following:

(A) "Project Transmittal Form" as required by COUNTY's Construction Management Division.

(B) Drawing and Specification Documents including, in addition to Phase I requirements, the following:

1) Civil site plan(s) showing, in addition to Phase I site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.

2) A statement, signed and dated by CONSULTANT or designated Subconsultant, included on the site plan identifying the number of existing trees, the number of required trees, and the number of new trees to be planted.

3) Soil testing results including a copy of the Geotechnical Engineer's report on the site including soil borings and other testing necessary to determine the subsurface conditions on site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment and any recommendations for additional special testing.

4) Floor plan(s) including, but not be limited to, the following:

a. A floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without breaklines and which indicates project phasing as applicable to the Project.

b. Floor plans drawn at 1/8 inch or larger scale showing occupied spaces or special rooms with dimensions, equipment and furnishing layouts, sanitary facilities, stairs, elevators, and identification of accessible areas for the disabled.

c. A furniture and equipment plan at an architectural scale that will allow the
entire facility (or respective floor of a multi-story building) on a single drawing sheet.

d. Floor plans for additions to an existing facility: Indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes thereto. Distinguish between new and existing areas for renovation, remodeling, or an addition.

e. Large scale plans (at a minimum of ¼ inch scale) for restrooms, kitchens, stairs, and other spaces that require detailed delineation of furniture, fixture and equipment. Provide detailed plans (at a minimum of ½ inch scale) for mechanical rooms, electrical rooms, PBX rooms, and elevator machine rooms.

f. Reflected ceiling plan(s) (corresponding to scale, orientation and layout of building floor plans) indicating light fixture layout, air diffusers and return grilles, other ceiling mounted mechanical/plumbing system components, ceiling mounted electrical system components, proposed soffits, ceiling height changes, ceiling material changes, access panels, and other principal ceiling design features.

g. Formatting (through the use of break lines as necessary) allowing the use of standard 24 inch by 36 inch drawing sheets. (Larger sheet sizes may be used only with advance written authorization of the Contract Administrator.)

6) Preliminary Room Finish Schedule.

7) Preliminary Door Schedule.

8) Life-safety plans to show exit strategy, rated doors, rated walls and partitions, emergency wall openings, ramps, vertical lifts and other life safety equipment applicable to the project such as working stage protection, range and fume hoods, eye wash, emergency showers, etc.

a. Indicate and provide information concerning occupancy type, construction type, building area(s) (in square feet), total building occupancy, fire zone, maximum travel distances allowed/provided, maximum dead end corridor allowed/provided, minimum exit corridor width allowed/provided, UL and/or other classification(s) of proposed finishes, determination that building is fire sprinklered, notations concerning installation of life safety equipment by certified specialty sub-contractors pursuant to Florida Administrative Code Rule 4a-b and FS 489.105(n) and other applicable rules and regulations.

b. By symbol, indicate exits (required/provided), fire extinguishers, fire alarm
equipment, annunciator panels, smoke vents, master valves and emergency disconnects, emergency exit lighting, emergency power equipment, fire sprinklers, fire valve cabinets, exit signs, smoke and fire dampers, generator(s) and other life-safety equipment relevant to the facility.

c. By symbol, indicate connections and tie-ins to existing equipment.

9) Updated ADA Plan(s) indicating the further development of the facility's accessible features.

a. For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:

i) Sketches of proposed vertical platform lifts, including layout drawings showing the effect of the lift on existing spaces, corridor widths and exiting from the affected facility.

ii) Sketches of proposed inclined wheel chair lift including layout drawings showing the effect of the lift on the stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the effect on exiting from the effected areas of the facility.

b. Indicate the methods used to permanently define the means of egress, such as surface finish or color for open office and administrative spaces.

10) Plumbing fixture locations, fixture schedule and fixture unit calculations.

11) All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale, massing and spatial relationships of the facility.

12) Typical building sections to show vertical dimensions, proposed construction materials, and relationship of finished floor to finished grades.

13) Preliminary Structural Drawings including plans and sections indicating systems, connections and foundations. These drawings may be structural roughs.

14) Mechanical Drawings including floor plans, reflected ceiling plans and diagrams of the facility's air conditioning (HVAC), plumbing, fire sprinkler and other mechanical building systems required for distribution and disposal of solids, fluids and gases within the facility. Include duct layout, air handling
equipment, return air systems, fresh air intakes, air handling equipment, plumbing lines, equipment and fixtures, location of grease trap(s), LP gas tank location, natural gas pipe lay out, and any tie in or connection to existing utilities. Enhance systems description to include a description of proposed HVAC system equipment including the chiller, pumps, AHU's, cooling tower, electric duct heaters, etc. Ductwork may be presented as single line diagrams except for those areas in which ductwork or other air handling equipment is large, within tightly confined or unusually configured spaces, or within close proximity to other duct runs and/or equipment.

15) Electrical Drawings including reflected ceiling plans, lighting layouts for the outdoors and interior spaces, and a one line diagram of the electrical distribution showing electrical outlets for all systems in all spaces. Indicate location of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator, location of communications consoles, cable or closed circuit television heads, radio antennas, and satellite and short wave dish antennas and equipment, master clock, fire alarm panel. Include principal equipment and rack locations for computer networking, telecommunications and other communications/computer systems. Show locations of all primary building mechanical equipment such as chillers, air handler units, etc. and their respective electrical connections. Provide plans which indicate preliminary locations of telephone, power and computer networking connections necessary for each space within the facility. Delineate preliminary cable tray or floor duct distribution systems after consulting with County to determine County’s preference.

16) Landscape and Irrigation Drawings including preliminary designs for a code conforming landscape layout and supporting irrigation system. Landscape drawings should indicate preliminary locations of major planting areas (trees and planting beds), existing plant materials designated to remain and requiring protection, preliminary plant species selections, and any “special” landscape features. Irrigation system drawings should indicate preliminary system selections, water sources and schematic distribution concept.

17) Equipment and Furnishing Schedules: Indicating equipment and furnishing items that will be provided by the Contractor and those that will be provided by the Contract Administrator or others. Provide documents in hardcopy or electronic media as developed on either spreadsheet or database software. Format schedule on a “by room” basis to include the room numbers and room names established for each space. Assign a unique identifying number to each piece of furniture and/or equipment scheduled.

18) Equipment and Furnishing Drawings: Provide floor plans indicating the
locations, scale and proposed arrangement of all furniture and equipment items including those that will be provided by the Contractor and those that will be provided by the Contract Administrator or others.

19) Outline specifications:

a. Organized according to the Specification Section numbering system specified in the Construction Specifications Institute’s 1995 (or later) edition of MasterFormat current on the date of execution of the Contract.

b. Formatted to conform to the formats for outline specifications as established by the Construction Specifications Institute’s Manual of Practice (latest edition).

c. Complete for Divisions 2 through 16 documenting project decisions and giving general description of all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.

d. Supplement (but do not replace) outline specification sections with “cut-sheets”, product information, data, and samples as requested by Contract Administrator or as necessary to communicate CONSULTANT’s design intent to the Contract Administrator.

e. Provide content edited on a project specific basis for the project described in this agreement. Outline specifications reflecting CONSULTANT’s other or past projects submitted in an unedited or partially edited form obvious to the Contract Administrator will be returned un-reviewed to CONSULTANT. For any such returned outline specifications, CONSULTANT shall prepare and re-submit at no additional cost to COUNTY replacement outline specifications edited to specifically describe the project described in this agreement.

(C) Florida Energy Efficiency Code for Building Construction (FEEC). FEEC forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted to the Contract Administrator for review and approval with the Phase II documents.

(D) CONSULTANT shall advise Contract Administrator of any adjustments to the Schematic Design Phase estimate of probable construction cost. If, in the Contract Administrator’s sole opinion, the project merits a design development phase estimate prepared by an independent cost estimator,
then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as an Optional Service expense.

(E) An updated Project Development Schedule reflecting development and anticipated schedules for all subsequent project activities.

(F) A letter from CONSULTANT and each of the major technical disciplines and any necessary Subconsultants explaining how each previous review comment (as generated by the Contract Administrator and/or other reviewing agencies) concerning the project have been addressed and/or corrected.

(G) A simplified single line floor plan of the project; a database format schedule reflecting the room numbers; the name of the room or space; the net square footage of the space and the occupant capacity of the space on electronic media and on a single 24" x 36" sheet of vellum conforming to the Contract Administrator's standards for graphics and for electronic media submittals. This drawing and database information will be for use in preparing facilities management information by the Contract Administrator. CONSULTANT shall coordinate with the Contract Administrator and utilize the Contract Administrator's requirements for room numbers, room name assignments and electronic media (format, layering, etc.) prior to developing final documents for this submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions. Comply with the Contract Administrator's requirements for electronic media specified in Attachment 2 below.

(H) A letter indicating, after coordination with COUNTY's Construction Management Division, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials in County-Owned Buildings; or with Aviation Department Environmental Manager for contaminants which might require mitigation by COUNTY prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with Project Development Schedule, Statement of Probable Construction Cost and other documentation.

(I) Preliminary colorboards to communicate preliminary material types and color selections for all basic building finish materials with the Contract Administrator. Provide single copies of preliminary colorboard(s).

3.04.02 Staff from each of CONSULTANT's major technical disciplines, and Subconsultants as necessary shall attend coordination, review and presentation meetings with the Contract Administrator to explain the design concept and technical resolution of their respective building or site systems.
3.04.03 CONSULTANT shall submit five copies of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by the Contract Administrator. The Contract Administrator shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on Attachment 1, Project Schedule. CONSULTANT shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) within 14 consecutive calendar days from the receipt of Contract Administrator’s review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above.

3.05 Phase III - Construction Documents Development:

3.05.01 After written Notice to Proceed from the Contract Administrator and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by the Contract Administrator, CONSULTANT shall prepare for approval by Contract Administrator and in accordance with the Contract Administrator’s requirements for format and organization, Final Construction Documents setting forth in detail the requirements for the construction of the Project. CONSULTANT is responsible for the full compliance of the design with all applicable codes.

3.05.02 50% Construction Documents Submittal: CONSULTANT shall make a 50% Construction Documents submittal, for approval by the Contract Administrator, which shall include five (5) sets of the following:

(A) "Project Transmittal Form" as required by COUNTY’s Construction Management Division.

(B) Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.

(C) Drawings:

1) Site Plan(s) and detailing which, in addition to the Phase II requirements, indicate:

a. Legal description, property lines, location of applicable easement lines, setback lines, other restrictive lines or limits, existing site features or amenities to remain, limits of Work area, locations of temporary structures,
and staging areas and related Contractor facilities for use during execution of
the Work.

b. Site Demolition plans.

c. Spot elevations, based on the civil grading plan, for the perimeter of the new
additions, sidewalk, or any other areas pertinent to the drainage of rainwater.

d. Location of storm water and roof drainage systems, including catch basins,
retention areas, piping, culverts, control devices and other system
components.

e. Parking lot lighting poles location and type.

f. Final location for manholes, handholes, pull boxes.

g. Layout of underground distribution systems (normal power emergency
power, fire alarm, master clock, intercommunication, computer networking,
television, telephone, radio (or other communications systems, antennas,
etc.), security, control and spares).

h. Details of all curbing, typical parking spaces (regular and accessible),
accessibility ramps and curb cuts, light fixtures, flagpole and fence
foundations, and any other site improvement or condition pertinent to the
scope of work.

i. Plans and details of new site equipment or furnishings including site
improvements and equipment, pavements, shelters, accessory structures,
signage and kiosks, planters, seating areas and other site furniture,
bookdrops, postal equipment, vehicular and parking equipment, landscape
accessories, site and security lighting, art work (and associated footings,
supports, lighting and other accessories), security and pedestrian safety
devices, traffic control devices, loading dock equipment, dumpster and
recycling areas, and other equipment or improvements appropriate and
necessary for the project as determined by the Contract Administrator.

2) A phasing plan to delineate the order of the construction and delineating
staging and storage areas, temporary buildings or structures, temporary
utilities, other temporary constructions, construction access (including
parking and delivery locations), haul routes, site barriers, traffic control
devices, and other area designations and protective measures to control and
separate staff and the public from construction activities and traffic.

3) Landscape plans and detailing including: a plant list clearly referenced and
targeted, details for shrub and tree plantings, identification of plants and
trees to remain (with associated plans and details of their protection, maintenance and care during the project), identification of plants to be removed or relocated (including details and specifications for their preparation, replanting, maintenance or disposal), and other necessary documentation to ensure healthy and vigorous plant growth.

4) Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation systems and irrigation requirements for plant materials provided or retained on site during the project.

5) Full floor plans including:
   a. All dimensions and any target notes explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.
   b. Note all chases and delineate all rainwater leaders.
   c. Show structural tie columns and coordinate with the floor plan.
   d. Target interior elevations.
   e. Delineate and note all built-in cabinetry or equipment.
   f. Identify room and door numbers with all spaces and doors having individual numbers.

6) Demolition Plans: Indicate required demolition activities.
   a. Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.
   b. Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.
   c. Include notes dealing with repair of existing areas as a result of demolition.
   d. Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.
   e. Provide detailing for protective barriers and safeguards (indoor and outdoor)
to provide separation of construction activities and protection of COUNTY's existing facilities.

7) Building elevations developed further than at the Design Development Phase and including delineation of building joints (including dimensionally located stucco control joints), expansion joints, material locations, elevation heights, color scheme, special finishes, and other building features.

8) Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to further delineate solutions for connections.

9) Reflected ceiling plans indicating ceiling types, heights, light fixture types, speakers, outlets, alarms, mechanical diffuser locations, sprinkler heads (if area is sprinklered) and any other ceiling mounted device, equipment, fixture and/or finish. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable Subconsultants.

10) Roof plans:
   a. Indicating all roof penetrations, including drains, scupper, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints, curbs, and other roof accessories.
   b. Provide dimensions to locate the items noted previously, and show detail targets where necessary to reference detailed drawings elsewhere in the drawings.

11) Building sections and large scale wall sections as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide larger scale detailing to delineate solutions for connections.

12) Interior elevations of all room designs (where those rooms house casework, built-in furniture, variations in material finishes, wall mounted equipment or specialty items, graphics, artworks, plumbing, mechanical or electrical fittings, fixtures or equipment, or other improvement that cannot be shown as a standard detail for several similar rooms) including detail targets referencing cabinetry details, dimensions and heights, notes indicating type
of equipment (and whether equipment is in or out of contract), wall materials, finishes, and accessories.

13) Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.

14) Details of the following:

a. Door jamb, head and sill conditions including delineation of required fire ratings for assemblies and components, electrical power requirements and connections to fire alarm, security and other building automation systems within the project or the existing facility.

b. Wall and partition types including identification of rated assemblies and product limitations and tolerances relative to those ratings.

c. Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.

d. Interior signage to include room and building identification, directional signage, directories, emergency exiting and equipment signs, occupancy and other code mandated signage, and any other items pertinent to the identification of the project. Coordinate and delineate electrical connections and power requirements.

e. Interior or exterior expansion control connections and related flashings, cover plates, applied sealants, etc.

f. Any other specialized items necessary to clearly express the intent of the project design.

15) Room finish, door and window schedules coordinated with the floor plans developed beyond the Design Development Phase.

16) Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

17) Mechanical Drawings:

a. Provide double line duct work layout and HVAC equipment layout drawings with related diagrams, schedules, notes, detailing and section drawings
completed sufficiently to communicate the design intent and coordination with other disciplines.

b. Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, fixture schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

c. Provide 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc..

18) Electrical: Provide drawings for the following systems:

a. Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer print out for all indoor typical indoor spaces and parking lots.

b. Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including master clock, intercom, fire alarm, cable television, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.

c. Panel schedule may be in preliminary form but circuitry must be included.

d. Applicable installation details.

e. General legend and list of abbreviations.

f. Voltage drop computation for all main feeders.

g. Short circuit analysis

h. Provide 1/2" scale floor plan and wall elevations for all electrical rooms.

i. Indicate surge protector for main switchboard and electrical panels.

19) Updated Furniture and Equipment Plans And Furniture and Equipment Schedules indicating "In Contract" and "Not In Contract" furniture and equipment items, loose furniture and systems furniture and their location within facility.
(D) Progress construction specifications:

1) Provide preliminary Project Manual including front end documents. Completion of fill-in items in Bidding documents and other "Division 0" documents is not required.

2) Provide a preliminary Division 1 based upon the standard documents provided by the Contract Administrator and edited by CONSULTANT after consultation with the Contract Administrator to establish project specific requirements.

3) Include progress set of all other Sections in Divisions 2-16 with each section developed to demonstrate to the Contract Administrator an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.

4) Specification sections shall be organized to follow the Construction Specification Institute's (CSI) 1995 or later edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

(E) An updated Project Development Schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, COUNTY occupancy, and all other significant Project events. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.

(F) Colorboards illustrating the selection of colors, finishes, textures and aesthetic qualities of all basic building finish materials for final review and approval by the Contract Administrator and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

(G) A letter from CONSULTANT and each of the major technical disciplines and any necessary Subconsultants or explaining how each previous comment concerning the project have been addressed and/or corrected.
3.05.03 CONSULTANT shall make all changes to the documents as required by the Contract Administrator's review of the documents and resolve all questions of constructability, code compliance, compliance with Contract Administrator standards, or other issues raised by the Contract Administrator during its review of the documents. The Contract Administrator will retain the documents submitted at this phase.

3.06 100% Construction Documents Submittal:

3.06.01 Upon 100% completion of the Construction Documents, CONSULTANT shall submit to the Contract Administrator five (5) copies of check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by the Contract Administrator. The 100% construction documents shall conform to the Contract Administrator's requirements, all mandatory requirements cited by Aviation Department (or its designated reviewers). The Aviation Department Project Manager is responsible for coordination of project-specific requirements with the following participating COUNTY review agencies (Small Business Development Division (SBDD), Risk Management Division, County Attorney, Building Code Services for License requirements) and, if required, others listed below or having jurisdiction or special interest in the Project.

3.06.02 All documents for this phase shall be provided in both hard copy and in electronic media. The Contract Administrator will approve Phase III documents prior to submittal for permitting or bidding. Phase III contract documents shall be included with the Phase III submittal and consist of:

(A) "Project Transmittal Form", if required by Aviation Department.

(B) General Requirements:

1) Record Set. This submittal is the official record set and shall be the bid documents.

2) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by CONSULTANT and respective Subconsultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge these drawings and the project manual are complete, and comply with the Florida Building Code and pertinent Broward County amendments thereto."
3) When requested by the Contract Administrator, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.

4) Changes to the Contract Documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Contract Administrator in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.

(C) Drawings: The drawings shall include, in addition to the Phase III 50% document requirements specified above, the following:

1) Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.

2) Plans and details including, but not limited to:
   a. Title sheet utilizing Aviation Department's standard cover sheet format including a table of contents and statement of compliance by the architect and engineer(s) of record.
   b. Abbreviations and Symbols: Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans. (Alternatively, CONSULTANT may provide a complete, fully coordinated set of abbreviations, material indications, notations and symbols for the entire project following the cover sheet.)
   c. Information Available to Bidders: Drawing sheets such as surveys, "as-built" drawings, and other graphic material provided and clearly marked as "Information Available to Bidders" shall be provided within the drawing set after coordination with Aviation Department Project Manager.
   d. Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
   e. Civil/Structural sheets including paving; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
   f. Mechanical sheets including floor plans; elevations, sections; details; riser and other diagrams; kitchen exhaust hoods; and, equipment, fan, fixture and
other necessary schedules and drawing information with an indication that the mechanical/electrical systems from the Phase II FEEC/LCCA analysis have been incorporated into the documents.

g. Electrical sheets including floor plans; sections; elevations; details; riser and other diagrams; fixture, panel and other schedules; and other drawing information with an indication that the mechanical/electrical systems from the Phase II FEEC/LCCA analysis have been incorporated into the documents.

h. Landscape Architecture, Irrigation, Interior Design, and other Subconsultant prepared sheets including plans, sections, elevations, details, diagram, schedules and other drawing information necessary to communicate the complete and integrated scope of work related to that discipline.

(D) Project Manual. CONSULTANT shall review and coordinate with the Contract Administrator regarding the preparation of the following:

1) The necessary bidding information, the bidding forms, the conditions of the contract and Division 1 with respect to the foregoing documents and regarding any other agreements necessary for construction of the project, including documents made necessary by the Bidding Method chosen by the Contract Administrator. However, in no case will CONSULTANT amend or delete items from these documents without prior written approval from Contract Administrator.

2) A project specific set of Division 1 specifications based upon guide documents provided by the Contract Administrator (or, in the absence of Contract Administrator guide specification documents, from CONSULTANT's own specifications as previously coordinated with the Contract Administrator), including all schedules, lists and inventories as required to complete the Contract Administrator’s guide documents including Contractor’s submittal schedules, warranty schedules, salvage schedules, etc.

3) Final specification sections for Divisions 2 through 16 organized and formatted as required for the set of Phase III 50% progress specifications.

4) Approved alternate bid items, if required and authorized by the Contract Administrator, to bring the project within the Fixed Limit of Construction Cost (FLCC) which would permit Contract Administrator in its sole discretion to accept or reject portions of the construction of the Project.

(E) An Updated Statement of Probable Construction Cost as indicated by time
factor, changes in requirements, or general market conditions.

(F) A letter from CONSULTANT and each of the major technical disciplines and any necessary Subconsultants explaining how each previous review comment (as generated by the Contract Administrator and/or other reviewing agencies) concerning the project have been addressed and/or corrected.

3.06.03 If the Latest Statement of Probable Construction Cost provided by CONSULTANT exceeds the Fixed Limit of Construction Cost for construction, CONSULTANT shall review the materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to COUNTY).

3.06.04 If, in the Contract Administrator’s sole opinion, the project merits a construction documents phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as an Optional Service expense. If an estimate or cost analysis was required the Contract Administrator for a previous phase of the project, CONSULTANT shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator.

3.06.05 CONSULTANT shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the Contract Administrator. Upon final approval by the Contract Administrator CONSULTANT shall furnish three record copies, duly signed and sealed by the Florida registered design professionals responsible for their preparation, of all Drawings, Specifications and other documents required during this project phase to the Contract Administrator without additional charge.

3.06.06 CONSULTANT shall, with the Contract Administrator's assistance, file the required documents for approval by governmental authorities having jurisdiction over the Project (including Broward County and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project) and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of Phase IV and early enough to ensure that the eventual contractor is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency. CONSULTANT (and pertinent Subconsultants) shall provide the original documents or reproducible copies as may be required for submittal.
to any and all governmental authorities.

(A) CONSULTANT (and pertinent Subconsultants) shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by other jurisdictional agencies. CONSULTANT shall submit documents, attend meetings and provide other support as necessary to fully participate in any submittals, resubmittals, review meetings, presentations or negotiations required to obtain jurisdictional approval for the project.

(B) The County will pay for the initial plans review by County Building and Code Compliance Division as submitted by the Consultant. The Consultant will then be responsible for all costs incurred for resubmittal of plans due to non-compliance with code, errors or omissions by Consultant and/or Consultant's sub-consultants, corrections required by Building and Code Compliance Division; or additions by Consultant not requested by Owner after the initial plans submittal. Consultant is required to submit 100% biddable plans and a scope of work to the Building Division. The County will be responsible for payment for final permits once a construction contract is awarded.

3.06.07 Staff from each of CONSULTANT's major technical disciplines and Subconsultants as necessary shall attend coordination, review and presentation meetings with the Contract Administrator to explain the development of the design concept and technical resolution of their respective building or site systems for both the Phase III 50% and Phase III (100%) Submittals.

3.06.08 The Contract Administrator's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve CONSULTANT of any responsibility for their accuracy, adequacy and completeness.

3.07 Phase IV - Bidding and Award of Contract

3.07.01 Bid Documents Approvals and Printing: Upon obtaining all necessary approvals of the Construction Documents, approval by the Contract Administrator of the latest Statement of Probable Construction Cost, and a specific Notice to Proceed with the Bidding and Award phase of the project, CONSULTANT shall assist the Contract Administrator in creating bid documents and awarding construction contracts. Bidding and award of the construction contract may take two alternative forms: 1) a Conventional Bidding Scenario or 2) a Negotiated Agreement as further detailed below.
Construction Award Option 1: Conventional Bidding

3.07.02 CONSULTANT shall assist the Contract Administrator in the preparation of bidding information (or information required to accommodate an alternative project delivery method as may be determined by the Contract Administrator). CONSULTANT will utilize the Contract Administrator's Standard Form Construction Documents (or a standard document provided by the Contract Administrator for alternative construction delivery) for this project and agrees to verify and utilize the latest edition of those documents at the time of Bidding. Any deviation from the Standard Form Construction Documents must be approved in advance by COUNTY's Office of the County Attorney.

3.07.03 CONSULTANT shall coordinate bidding activities as necessary with those COUNTY agencies having technical review authority.

3.07.04 CONSULTANT shall provide the Contract Administrator with a list of those Contractors in the local area (Broward, Palm Beach, and Miami-Dade Counties) that CONSULTANT deems capable of constructing the Project. Contract Administrator may then advise the firms of the pending solicitation so that they are properly registered with the County as qualified bidders.

3.07.05 CONSULTANT shall provide to the Contract Administrator four (4) sets of the bidding documents, including all drawings and specifications. The Contract Administrator reserves the right to instruct CONSULTANT to have the bidding documents (including drawings and specifications) printed for bidding purposes at cost with no mark-up, either through its open agreements with printing firms or as a reimbursable service through CONSULTANT.

3.07.06 CONSULTANT will sell the Bid Documents to prospective bidders at cost for reproduction and keep a complete "List of Bidders." The Advertisement for Bids will instruct the bidders to purchase Bid Documents at CONSULTANT'S local office or alternate location. Prior to bid due date, the CONSULTANT will provide this bidders' list to Contract Administrator and Purchasing Division. Only those vendors who have purchased bid documents will be able to bid the project.

3.07.07 CONSULTANT shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Contract Administrator.

3.07.08 CONSULTANT shall attend pre-bid conferences and job-site walk-thru's as scheduled by the Contract Administrator.
3.07.09 CONSULTANT shall prepare addenda, if any are required, for approval by the Purchasing Division through the Contract Administrator. CONSULTANT to issue approved addenda promptly to all prospective bidders who have purchased the bid documents. If dimensional changes or extensive graphic changes are required the full drawing sheets shall be revised and issued as addendum drawings. Purchasing shall also post the addenda on the County Website.

3.07.10 CONSULTANT shall view bid opening, now webcast on the County's website at 2:00 p.m. each Wednesday at www.broward.org.

3.07.11 CONSULTANT shall participate with Contract Administrator in evaluating the technical responsiveness of bids and investigating the qualifications and responsibility of bidders and shall provide a written recommendation for bid award.

3.07.12 CONSULTANT shall advise and consult with Contract Administrator in awarding and assisting in the preparation of any agreements necessary for the construction of the project, including, without limitation, that form of agreement between COUNTY and Contractor.

3.07.13 If the lowest responsive Base Bid received exceeds COUNTY's funds available for the Project, the Contract Administrator will either: (A) approve the increase in Project cost and award a contract or, (B) direct CONSULTANT to revise the Project scope or quality, or both, as approved by the Contract Administrator, and rebid the Project, or (C) suspend or abandon the Project.

3.07.14 Under Article 3.07.13(C) above CONSULTANT shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost. The providing of such service shall be the limit of CONSULTANT's responsibility in this regard and having done so, CONSULTANT shall be compensated in accordance with this Agreement. The Contract Administrator may recognize exceptional construction market cost fluctuations provided by the Producers' Price Index for related construction commodities before exercising the option provided in Article 3.07.13 above. The Contract Administrator agrees to discuss this issue with CONSULTANT prior to exercising this option.

3.07.15 CONSULTANT shall provide assistance to the Contract Administrator as necessary to alleviate bid protests or other impediments to award of the construction contract through specifications that are concise and promote open and free competition.
3.07.16 If, in the Contract Administrator's sole opinion, the project merits a bidding & award phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as an Optional Service expense. If an estimate or cost analysis was required the Contract Administrator for a previous phase of the project, CONSULTANT shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.

End of Construction Award Option 1

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Construction Award Option 2: Negotiated Agreement

3.07.02 CONSULTANT shall assist the Contract Administrator in conducting negotiations with a Managing General Contractor (Construction Manager) or other similar entity to establish a Guaranteed Maximum Price and other contractual issues related to the establishment of a construction contract with the Managing General Contractor.

3.07.03 CONSULTANT will incorporate the Contract Administrator's standard form construction documents (as provided by the Contract Administrator for alternative construction delivery) for this project into the Project Manual and shall make final modifications to the Project Manual to reflect results of Contract Administrator's negotiations with the Managing General Contractor. Contract Administrator will coordinate any deviations from the standard form construction documents in advance with CONSULTANT and COUNTY's Office of the County Attorney.

3.07.04 CONSULTANT shall assist the Contract Administrator and the Contractor in obtaining permits, approvals and authorizations from jurisdictional agencies with authority over the project. CONSULTANT shall, as requested by the Contract Administrator, meet on an as-needed basis with jurisdictional agencies in order to clarify or explain submitted documents and to ascertain the scope and intent of review comments made by those jurisdictional agencies. CONSULTANT shall provide graphic and written documents as necessary to facilitate these jurisdictional reviews, including issuing revised drawings and specifications in response to review comments and/or other concerns generated by those jurisdictional agencies without additional cost to COUNTY.

3.07.05 CONSULTANT shall assist the Contract Administrator's review of the Managing General Contractor's bidding activities and make recommendations concerning the conduct and result of that bidding. These activities shall include investigating the qualifications of bidders and provision of a written recommendation for bid award. CONSULTANT shall review and, upon request of the Contract Administrator, prepare Contract Price Element Adjustment Memoranda made necessary by the Contractor's bidding activities, changes requested by the Contract Administrator, and/or other circumstances affecting the project's GMP structure.

3.07.06 CONSULTANT shall provide to the Contract Administrator two (2) reproducible copies of the finalized construction contract documents, including all drawings and specifications. The Contract Administrator will be responsible for printing the documents and distributing them to the Managing General Contractor. The Contract Administrator reserves the right to instruct
CONSULTANT to print the construction contract documents (including drawings and specifications) and distribute them to the Managing General Contractor, either through its open agreements with printing firms or as a reimbursable service through CONSULTANT.

3.07.07 CONSULTANT shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Contract Administrator.

3.07.08 CONSULTANT shall attend coordination meetings, negotiation meetings, pre-bid conferences and bid openings as scheduled by the Contract Administrator and the Managing General Contractor.

3.07.09 CONSULTANT shall prepare addenda, if any are required, for the Contract Administrator to issue to the Managing General Contractor. No addenda shall be issued without the Contract Administrator's approval. If dimensional changes or extensive graphic changes are required the full drawing sheets shall be revised and issued as addendum drawings. Extensive modifications to specification section(s) shall be prepared as replacements of the entire specification section(s).

3.07.10 CONSULTANT shall advise and consult with Contract Administrator in awarding and assisting in the preparation of any agreements necessary for the construction of the project, including, without limitation, that form of agreement between COUNTY and Contractor.

3.07.11 If the Guaranteed Maximum Price exceeds COUNTY's funds available for the Project, the Contract Administrator will either: (A) approve the increase in Project cost and award a contract or, (B) reject the negotiations with the Managing General Contractor and initiate negotiations with alternatively selected firms within a reasonable time with no change in the Project, (C) direct CONSULTANT to revise the Project scope or quality, or both, as approved by the Contract Administrator, and reinitiate negotiations with the Managing General Contractor, or (D) suspend or abandon the Project.

3.07.12 Under Article 3.07.11(C) above CONSULTANT shall, without additional compensation, modify the Construction Documents as necessary to bring the Guaranteed Maximum Price within COUNTY’s available funds for the project. The Contract Administrator may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 3.07.11(C) above. The Contract Administrator agrees to discuss this issue with CONSULTANT prior to exercising this option.

3.07.13 If, in the Contract Administrator’s sole opinion, the project merits a bidding &
award phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as an Optional Service expense. If an estimate or cost analysis was required the Contract Administrator for a previous phase of the project, CONSULTANT shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator to analyze bids and to assist in the preparation of any modified documents that may be required to ensure successful negotiations with the Managing General Contractor.

End of Construction Award Option 2

3.08 Phase V - Administration of the Construction Contract:

3.08.01 The Construction Phase will begin with COUNTY’s award of the Construction Contract (to a Contractor, Managing General Contractor other alternately selected construction entity) and will end when the Contractor’s final Payment Certificate is approved by the Contract Administrator. During this period, CONSULTANT shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between COUNTY and the Contractor.

3.08.02 CONSULTANT, as the representative of the Contract Administrator during the Construction Phase, shall advise and consult with the Contract Administrator and shall have authority to act on behalf of the Contract Administrator within the limits established by this Agreement and the Contract Documents. CONSULTANT shall contemporaneously provide Contract Administrator with faxed copies of all communications between CONSULTANT and Contractor and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project. Documents or materials which cannot be faxed to the Contract Administrator shall be delivered to the Contract Administrator within 24 hours of receipt or generation by CONSULTANT.

3.08.03 CONSULTANT and CONSULTANT’s respective Subconsultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of at least one site visit per week will be required by CONSULTANT. In addition to the required weekly site visit, CONSULTANT shall make additional site visits as required to ascertain the progress and quality of the Contractor’s installation or construction of key building systems, assemblies and...
components, attend pre-installation conferences and other site meetings as established by the Contract Documents, and to assist the Contract Administrator as requested in other site related administration of the Contract. The Subconsultant(s) will be required to visit the site at least once a week when their respective portion of the work is in progress.

(A) CONSULTANT shall coordinate the timing of these site visits with the Contract Administrator's Representative so as to permit joint observations of the progress of the Work and discussions about Project issues. On the basis of on-site observations as a CONSULTANT, CONSULTANT shall keep Contract Administrator informed of the progress and quality of the Work. CONSULTANT shall promptly submit to Contract Administrator a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with contractor, subcontractors of any tier or suppliers.

(B) CONSULTANT shall, based upon its on-site visits, promptly report to the Contract Administrator any defects and deficiencies in the Work coming to the attention of CONSULTANT and shall endeavor to guard COUNTY against defects and deficiencies in the Work. This obligation is not reduced or limited by the fact that others, such as COUNTY’s staff, are undertaking inspection for or on behalf of COUNTY. CONSULTANT shall make on-site observations utilizing the same personnel over the course of the Work and shall, if requested by the Contract Administrator, replace personnel whom the Contract Administrator has found to be incompetent or to whom the Contract Administrator otherwise reasonably objects.

(C) CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

3.08.04 CONSULTANT shall at all times have access to the Work where ever it is in preparation or progress. CONSULTANT and the Subconsultants shall review and advise the Contract Administrator as to whether the Contractor is making timely, accurate, and complete notations on the “Project Record Documents” and maintaining various other administrative records as required by the Contract Documents. In addition the Contract Administrator may at its discretion require CONSULTANT and all Subconsultants to regularly submit additional written materials or forms to the Contract Administrator relating to or regarding the Project or its progress.

3.08.05 CONSULTANT shall assist the Contract Administrator in determining the amounts owing to contractor based on observations at the site and on
evaluations of Contractor's Applications for Payment and shall certify Certificates for Payment in such amounts as provided in the Contract Documents and in such form as the Contract Administrator may request. The certification of a Certificate for Payment shall constitute a representation by CONSULTANT to the Contract Administrator, based on CONSULTANT's observations at the site and on the data comprising Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is in substantial accordance with the contract documents (subject to an evaluation of the Work for substantial conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that Contractor is entitled to payment in the amount certified. However, the certification of a Certificate for Payment shall not be a representation that CONSULTANT has made any examination, other than information which has come to CONSULTANT's attention, to ascertain how and for what purpose Contractor has used the moneys paid by COUNTY.

3.08.06 All interpretations and advisory decisions of CONSULTANT shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter CONSUL TANT shall endeavor to secure faithful performance by both COUNTY and Contractor, and shall not show partiality to either.

3.08.07 CONSULTANT shall have authority to recommend rejection of Work which does not conform to the Contract Documents. CONSULTANT shall not have authority to stop the Work without approval of the Contract Administrator. Whenever, in CONSULTANT's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, CONSULTANT may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed, but CONSULTANT shall take such action only after consultation with the Contract Administrator. CONSULTANT's monitoring of such additional special testing or inspections is a part of the Basic Services. Contract Administrator shall furnish all such tests inspections and reports that are required by law or by the Contract Documents or that it has previously approved in writing, without waiving its right to reimbursement from Contractor. However, neither this authority of CONSULTANT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of CONSULTANT to Contractor or other third parties performing portions of the Work.
3.08.08 CONSULTANT shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within twenty (20) days of receipt by CONSULTANT unless the Contract Administrator and CONSULTANT otherwise mutually agree.

(A) CONSULTANT's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. CONSULTANT shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule. CONSULTANT shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents.

(B) Should CONSULTANT have to reject more than two (2) submittals of shop drawings, product data, samples or other required Contractor submittal due to Contractor's non-compliance, then CONSULTANT shall be due additional services for each subsequent review. Fees for such additional services shall be negotiated by Contract Administrator as Optional Services with CONSULTANT according to Article 6 of the Agreement and for an hourly rate not to exceed the average hourly rate for all personnel specified in this Agreement's Exhibit "B", Salary Costs.

3.08.09 CONSULTANT shall coordinate with and assist the Contract Administrator concerning Contract Modifications including the development, review, recommendation for approval, and processing of Contract Price Element Adjustment Memoranda (CPEAM's), Change Orders and Amendments to the construction contract including COUNTY's or other jurisdictional authority's required review of such Contract Modifications for Code Compliance CONSULTANT shall:

(A) Meet with the Contract Administrator prior to the preparation of CPEAM's, change order items or Amendments to ensure that proposed changes comply with applicable codes.

(B) Reconcile CONSULTANT's analysis of proposed Change Order amounts with an analysis provided by the independent cost estimator and provide the Contract Administrator with a recommendation concerning the respective cost studies.

(C) Submit written and graphic information documenting proposed changes for formal review by COUNTY and municipal or other jurisdictional agencies for code compliance and any necessary permitting.
(D) CONSULTANT shall review and indicate concurrence through signing CPEAM forms, change orders and Amendments for COUNTY's authorization in accordance with the Contract Documents, shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be effected by written order issued through Contract Administrator. The Basic Services shall include providing recommendations concerning proposed change orders and minor changes, and the preparation and processing of change orders and construction change directives.

(E) CONSULTANT shall process, prepare and issue request for proposals and other contract modification documents in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed 21 days. CONSULTANT shall provide written notification to the Contract Administrator concerning those modification documents requiring more than 21 days processing time with an attached explanation of the circumstances requiring longer processing time.

(F) All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of COUNTY.

3.08.10 CONSULTANT shall conduct thorough site observations, make recommendations and otherwise assist Contract Administrator in determining the dates of substantial completion and final completion, shall review, approve and forward to the Contract Administrator for the Contract Administrator's review, written warranties and related documents required by the Contract Documents and assembled by Contractor, and shall certify a final certificate for payment. At substantial completion, CONSULTANT shall prepare a punch list of observed items requiring correction, completion or replacement by Contractor. CONSULTANT shall administer the Contractor's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. CONSULTANT and the Subconsultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of COUNTY's personnel as required by the Contract Documents. CONSULTANT shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.

3.08.11 CONSULTANT shall review, approve and/or certify Contractor's submittal of
as-built survey documentation, (including Computer Aided Design (CAD) and/or other hardcopy or electronic media documents) as may be required by jurisdictional agencies with authority over the project.

3.08.12 CONSULTANT shall within sixty (60) days of final acceptance provide the Contract Administrator with prints and electronic media copies of the original drawings, which CONSULTANT has revised to conditions based on information furnished by the Contractor (redlined prints and other “as-built” information) as Project Record Documents. The Contractor's original marked drawings shall be submitted to the Contract Administrator with the updated prints and electronic media files prepared by CONSULTANT. These prints and electronic media copies shall become the property of COUNTY. Submittal of these documents to the Contract Administrator is a condition of final payment to CONSULTANT. Electronic media shall comply with Attachment 1, Electronic Media Submittal Requirements below.

3.09 Phase VI - Warranty Administration and Post-Occupancy Services:

3.09.01 For one year following substantial completion of the Project, CONSULTANT shall assist the Contract Administrator, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Contract Administrator and report observed discrepancies to Contract Administrator and Contractor.

3.09.02 CONSULTANT, with Subconsultants who contributed to the design of the Project, shall participate in a Post-Occupancy Walkthrough and Evaluation which will be scheduled by COUNTY’s Aviation Department at a time subsequent to the eleventh month warranty inspection specified above. During this Walkthrough and Evaluation, CONSULTANT shall:

(A) Assist the Contract Administrator in reviewing the built Project on site;

(B) Participate in and assist COUNTY’s Aviation Department in conducting interviews with principal building occupants and users;

(C) Generate written commentary concerning the relative success or failure of the facilities design; specified materials, equipment and systems; the project’s design, bidding and construction process; construction cost, schedule and quality concerns that affected the project, the effectiveness of administrative and managerial procedures utilized by COUNTY, CONSULTANT and the Contractor, and recommendations concerning future design and construction of the same or similar building types.

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(D) Assist COUNTY's Aviation Department in preparing and distributing a Post-Occupancy Evaluation Report that presents the findings and recommendations generated from the Walkthrough and Evaluation.

(E) Participate in presentations of the Post-Occupancy report as required to the Broward County Board of County Commissioners, County Administrator, the Contract Administrator and/or the public as required.

3.09.03 CONSULTANT shall assist the Contract Administrator in coordinating and supervising vendor delivery and set-up of those "not-in-contract" furniture and equipment items.

4.01 Optional Services:

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

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

☐ (A) Providing financial feasibility, or other special studies.

☐ (B) Masterplanning or providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.

☐ (C) Providing services to make measured drawings of the existing site or facilities.

☐ (D) Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by COUNTY.

☐ (E) Providing any additional or special professional services as may be required for the project not within this Agreement.

☐ (F) Providing the services of one or more full-time on-site representative during construction; including the services of a Special Threshold Inspector.

☐ (G) Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or
system; extended training of COUNTY's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.

☐ (H) Providing consultation concerning replacement of any Work damaged or built inconsistent with the Contract Documents, providing the cause is found by the Contract Administrator to be other than by fault of CONSULTANT.

☐ (I) Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

☐ (J) Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Contract Administrator, when so directed in writing by Contract Administrator, provided, however, that no compensation for Additional Services shall be paid for revisions which may be required when due to errors or omissions by CONSULTANT or when due to the fact that the lowest Bona Fide construction bid exceeds the 'fixed limit of construction cost'.

☐ (K) Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any other entity engaged with the construction of the Work.

☐ (L) Preparing change orders and related documents required by changes (whether increases or decreases) in the scope of the project as requested by the Contract Administrator for unforeseen conditions and Contract Administrator requested changes only and not for any changes due to the error or omission of CONSULTANT.

☐ (M) Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

☐ (N) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

☐ (O) Participation in the Contract Administrator's program of Building Commissioning.
(P) Participation in the Contract Administrator's program of Partnering.

(Q) Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to COUNTY from CONSULTANT in the event the claims are not extensive or in the event the claims are determined by the Contract Administrator to be based upon the failure of CONSULTANT or Subconsultant to properly perform its services or to comply with the provisions of this Agreement.

(R) Interior Design Services to include the following minimum services at the indicated design phase of the project:

1) Phase I: Schematic Design: Provide preliminary colorboards and interior design sketch perspectives to communicate spatial relationships, preliminary furniture selections, material types and color and texture palette selections for all finish materials with the Contract Administrator. Provide single copies of preliminary colorboards.

2) Phase II: Design Development:

a. Provide detailed Equipment and Furnishing Schedules: In addition to those preliminary furniture and equipment schedules required as Basic Services, provide listing of at least three sources for each furniture type from vendors listed on state and local contracts or purchasing agreements. Provide documentation for each furniture item which includes manufacturer's and/or vendor discounts, installation and freight costs, dimensions, finishes available, furniture features, pricing and furniture lead times.

b. Provide Detailed Equipment and Furnishing Drawings: In addition to those layout drawings required as Basic Services, provide elevations, preliminary systems furniture workstation plates and isometric drawings indicating the locations, scale and proposed arrangement of all furniture and equipment items including those that will be provided by the Contractor and those that will be provided by the Contract Administrator or others. Provide a symbols legend and unique identifiers for each piece of furniture or equipment corresponding to those established in the Equipment and Furnishing Schedules described above. Coordinate with Contract Administrator concerning standardized color coding of Equipment and Furnishing drawings necessary to facilitate internal Contract Administrator review and coordination of equipment and furnishings. Ensure that all illustrated furniture items are drawn to manufacturer's dimensions and are not generic templates or blocks which may not accurately reflect the size and configuration of proposed furniture or equipment items.
3) Phase III: Construction Contract Documents Development

a. Provide Updated Detailed Equipment and Furnishing Drawings and detailed Equipment and Furnishing Schedules indicating "In Contract" and "Not In Contract" furniture and equipment items, loose furniture and systems furniture.

b. Systems Furniture: Provide systems furniture workstation plate drawings including a Panel Plan (showing panel widths, heights and finishes), a Component Plan and Isometric (indicating all components to be provided within the project with a written description of each component by size, type and quantity and with an isometric drawing of workstations) and an Electrical Panel Plan (indicating electrical outlets, locations of system power entry, computer data and telephone receptacles).

c. Loose Furniture and Equipment: Provide updated furniture floor plans indicating loose furniture and equipment items with symbols, legends, notes and indicators required for earlier submittals. Supplement with drawing notations concerning installation.

d. Colorboards illustrating furniture selections and the selection of colors, finishes, textures and aesthetic qualities of all finish materials for final review and approval by the Contract Administrator and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

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

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

f. Systems furniture detailed specifications and descriptive data coordinated through COUNTY's Purchasing Division (via the Contract Administrator) in sufficient detail to allow procurement through the Purchasing Division:
1. Manufacturer’s Information
2. Vendor State and Local Contract Listings
3. Vendor Information
4. Quantities
5. Item numbers keying specifications to Furniture Floor Plans
6. Manufacturer’s Model Numbers
7. Description, size, finishes and other information required to order furniture.
8. Installation General Notes

4) Phase IV: Bidding and Award of Contracts

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

5) Phase V: Administration of the Construction Contract

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

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

a. Provide direct supervision of the delivery, installation and testing of furniture, fixtures and equipment items. Provide inventory control and shipping verification to Contract Administrator.

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


(S) Renderings: 30 days after receipt of the Notice to Proceed with the Construction Documents Phase, CONSULTANT shall submit several simple studies of proposed perspective drawings for the Project, indicating suggestions for angles of view and general composition of a rendering. Upon approval of a perspective format, CONSULTANT shall execute and submit,
with the 100% Construction Documents:

1) One (1) 20" x 30" matted, framed and glassed color perspective rendering(s) of the Project.

2) Five (5) smaller 10" x 15" framed color photographic copies of the original rendering(s). (Color xerox copies are not acceptable.)

3) One (1) original and nine (9) duplicate 35 mm color photographic slides mounted in standard cardboard sleeves.

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

☐ (U) If, in the Contract Administrator’s sole opinion the project merits a detailed estimate prepared by an independent cost estimator and those services are not previously required as a Basic Service, then Contract Administrator may authorize CONSULTANT to obtain those independent cost estimating services as an Optional Service expense. Such estimate shall consist of a fully detailed estimate of probable construction cost projected to the expected time of bid (or other award of construction services) and containing sufficient detail to provide information necessary to evaluate compliance with the Project Budget set for this project. Format estimate and provide detail matching the organization and content of the project’s Outline Specifications complete for Divisions 2 through 16 including all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components. Utilize the 1995 edition of MasterFormat as published by the Construction Specifications Institute to organize the estimate.

☐ (V) Provide scheduling services to provide CPM schedules or other scheduling formats pursuant to the detail and complexity required by the Contract Administrator.
(W) Provide 3-D computer modeling and other CADD-related visualization work pursuant to particular project needs of the Contract Administrator.

(X) Provide physical modeling of proposed facilities, building assemblies or other assemblies or other spaces/facilities pursuant to the particular project needs of the Contract Administrator.

(Y) Provide services to achieve LEED Certification for the Project through application to the appropriate organization.

(Z) Any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice related directly to design, construction or project administration.

Remainder of This Page Intentionally Left Blank
Professional Services Agreement  

EXHIBIT "A" SCOPE OF WORK  

-ATTACHMENT 1:  

Project Schedule  

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date Required or Estimated Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pre-Design Phase (Programming)</strong></td>
<td></td>
</tr>
<tr>
<td>Consultant's Document Preparation &amp; Submittal</td>
<td>Days</td>
</tr>
<tr>
<td>County Review</td>
<td>Days (after receipt from Consultant)</td>
</tr>
<tr>
<td>Consultant's Document Correction &amp; Re-Submittal</td>
<td>Days (after receipt from County)</td>
</tr>
<tr>
<td><strong>Phase I: Schematic Design:</strong></td>
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</tr>
<tr>
<td>Consultant's Document Preparation &amp; Submittal</td>
<td>Days</td>
</tr>
<tr>
<td>County Review</td>
<td>Days (after receipt from Consultant)</td>
</tr>
<tr>
<td>Consultant's Document Correction &amp; Re-Submittal</td>
<td>Days (after receipt from County)</td>
</tr>
</tbody>
</table>
Phase II: Design Development

Consultant’s Document Preparation & Submittal __ Days ☐ Undetermined
County Review __ Days (after receipt from Consultant) ☐ Undetermined
Consultant’s Document Correction & Re-Submittal __ Days (after receipt from County) ☐ Undetermined

Phase III: Construction Documents Development

50% Construction Documents
Consultant’s Document Preparation & Submittal __ Days ☐ Undetermined
County Review __ Days (after receipt from Consultant) ☐ Undetermined
Consultant’s Document Correction & Re-Submittal __ Days (after receipt from County) ☐ Undetermined

100% Construction Documents
Consultant’s Document Preparation & Submittal __ Days ☐ Undetermined
County Review __ Days (after receipt from Consultant) ☐ Undetermined
Consultant’s Document Correction & Re-Submittal __ Days (after receipt from County) ☐ Undetermined

Phase IV: GMP Negotiation and Award of Contract __ Days ☐ Undetermined
Bid Opening Date: __ Days ☐ Undetermined
or Board Approval of MGC Agreement __ Days ☐ Undetermined
Phase V: Administration of the Construction Contract

Substantial Completion Date: __ Days

Final Completion Date: __ Days

Phase VI: Warranty __ Days

☐ Undetermined

☐ Undetermined

☐ Undetermined

☐ Undetermined
Electronic Media Submittal Requirements

The Contract Administrator will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, COUNTY's standard Professional Services Agreements for consultant services require submittal of documents produced on electronic media. Requirements for that media are presented below.

**ELECTRONIC MEDIA**

**(A) General Requirements:**

1) All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by CONSULTANT shall be accomplished and developed using computer-aided design and drafting (CADD) and other software and procedures conforming to the following criteria.

**(B) CADD Graphic Format:**

1) Provide all CADD data in Autodesk, Inc.'s AutoCAD release 2002 or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CADD produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents.

2) Target platform: Pentium IV personal computer with either a Windows XP 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 Contract Administrator's target CADD system (i.e., basic and advanced CADD software, platform, database software), and adhere to the standards and requirements specified herein.

4) The term "compatible" means that data can be accessed directly by the target CADD system without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of CONSULTANT to ensure this level of compatibility.
5) Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft Access 2002 or higher, or other compatible SQL format database.

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

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

(C) CADD Standards:

1) Standard plotted drawing size: 24 inch x 36 inch sheets.

2) Coordinate with the Contract Administrator concerning the standard file naming protocol to be utilized.

3) Layering:
   b. Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standard AIA CAD Layer Guidelines including any user definable fields permitted by the guidelines.
   c. Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities Management and other related information. Obtain latest Contract Administrator specific layering from Contract Administrator prior to production of documents and incorporate into drawings.

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

5) Submit a written request for approval of any deviations from the Contract Administrator's established CADD standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with COUNTY’s uses and information systems.
6) No deviations from the Contract Administrator's established CADD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.

(D) Non-CADD Graphic Format: Provide digital photography files and other miscellaneous graphics in JPEG or PNG format.

(E) Non-Graphic Format:

1) Provide word processing files in Microsoft Word 2002 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 2002 for Windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

3) Provide database files in relational database format compatible with Microsoft Access 2002 or higher, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

(E) Delivery Media and Format:

1) Submit copies of all CADD 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 5-1/4-inch ISO-9660 CD-ROM. Floppy discs, ZIP discs and other miscellaneous media will not be accepted.

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

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.

5) Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

a. Ensure that drawing sheets, viewports, paperspace, lineweights, fonts, and other drawing components are correctly configured for Contract Administrator'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 PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Contract Administrator and provided to the Contract Administrator with the delivery media.

d. Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials must be provided to the Contract Administrator as a part of the electronic digital deliverables.

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

f. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project.

g. Document any fonts, tables, or other similar customized drawing element developed by CONSULTANT or not provided among the Contract Administrator-furnished materials. The contractor shall obtain Contract Administrator approval before using anything other than the Contract Administrator's standard fonts, linetypes, tables, blocks, or other drawing elements available from the Contract Administrator.

(F) Drawing Development Documentation:
1) Provide the following information for each finished drawing in the nonplot layer X-****-NPLT:

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 pen settings.

(G) 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 (e.g., disk, tape), 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 “Plot 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 plot file by the Contract Administrator at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing size, and any other special instructions.

2. Instructions concerning how to generate plotted, or hard copy, drawings from the provided plot files.

3. List of any deviations from the Contract Administrator's standard layer/level scheme and file-naming conventions.

4. List of all new symbol blocks created for project, which were not provided to CONSULTANT with the Contract Administrator-furnished materials.

5. List of any non-IGES crosshatch/patterns used.

6. List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to CONSULTANT with the Contract Administrator-furnished materials, and any associated properties.

7. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.

8. Recommended modifications which will be necessary to make the data available for GIS use.

(H) Ownership:

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

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

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

(I) Contract Administrator-Furnished Materials to the Construction Contractor:

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

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

b. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

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 CD ROM media.

(J) Other Digital Information:

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

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

End of Attachment 2: Electronic Media Submittal Requirements
Professional Services Agreement

EXHIBIT “A” SCOPE OF WORK
ATTACHMENT 3:

Architectural Program

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<th>Project Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title:</td>
<td>Project Title</td>
</tr>
<tr>
<td>Facility Name:</td>
<td>Facility Name</td>
</tr>
</tbody>
</table>

☐ A detailed architectural program is available from the Contract Administrator and is attached to this document as Attachment 3, Architectural Program.

☐ A detailed architectural program is not available from the Contract Administrator and shall be developed by CONSULTANT under Programming Option 1 of Predesign Services as further described below.

☐ An architectural program is attached to this document as Attachment 3, Architectural Program. Requirements for CONSULTANT’s use and modification of that generic program follow under Programming Option 2 of Predesign Services as further described below.

☐ The ☐ Preliminary ☐ Final architectural program for this project will be provided by the Contract Administrator with the CONSULTANT’s Notice to Proceed. CONSULTANT’s use of this program is described within Exhibit “A”, Scope of Work of the Professional Services Agreement for this project.
Professional Services Agreement

EXHIBIT "A" SCOPE OF WORK
ATTACHMENT 4:

Preliminary Project Budget

Project No: Project Number
Project Title: Project title
Facility Name: Facility Name

The Contract Administrator's preliminary project budget for this project follows this cover sheet. CONSULTANTS use of this budget is described within the Professional Services Agreement and its Exhibit "A", Scope of Work, for this project. Preliminary Project Budget is subject to change at the Contract Administrator's discretion.
## EXHIBIT "B"
### SALARY COSTS

<table>
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<tr>
<th>Project No:</th>
<th>RLI # 20071017-0-AV-1</th>
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<tr>
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<td>General Engineering Consultant Services</td>
</tr>
<tr>
<td>Facility Name:</td>
<td>Ft. Lauderdale-Hollywood International Airport and Broward County Aviation Department</td>
</tr>
<tr>
<td>Prime Consultant:</td>
<td>HDR Engineering, Inc.</td>
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**FILL IN POSITIONS AS APPLICABLE**

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<tr>
<th>TITLE</th>
<th>RAW HOURLY SALARY ($/HR)</th>
<th>OVERHEAD AT 160.38% ($/HR)</th>
<th>FRINGE AT 0.73% ($/HR)</th>
<th>PROFIT AT 12.00% ($/HR)</th>
<th>RATE ($/HR)</th>
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OVERHEAD ($/HR) = RAW SALARY X OVERHEAD %
FRINGE ($/HR) = RAW SALARY X FRINGE %
PROFIT ($/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: 2.92435

MAXIMUM MULTIPLIER PER BROWARD COUNTY (NEGOTIATED): 2.9
**EXHIBIT "B"**

**SALARY COSTS**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>RAW HOURLY SALARY ($/HR)</th>
<th>OVERHEAD AT + 130.30% ($/HR)</th>
<th>FRINGE AT + 2.200% ($/HR)</th>
<th>PROFIT AT + 12.00% ($/HR)</th>
<th>RATE ($/HR)</th>
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<tbody>
<tr>
<td>Principal</td>
<td>$82.50</td>
<td>$80.44</td>
<td>$32.93</td>
<td>$21.79</td>
<td>$161.25</td>
</tr>
<tr>
<td>Senior Project Manager (Registered)</td>
<td>$53.37</td>
<td>$47.09</td>
<td>$27.85</td>
<td>$18.87</td>
<td>$155.35</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$50.00</td>
<td>$43.15</td>
<td>$26.10</td>
<td>$17.43</td>
<td>$145.00</td>
</tr>
<tr>
<td>Project Manager (Registered)</td>
<td>$46.43</td>
<td>$39.21</td>
<td>$24.24</td>
<td>$16.19</td>
<td>$134.25</td>
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<tr>
<td>Project Manager</td>
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<td>$35.00</td>
<td>$21.44</td>
<td>$14.32</td>
<td>$119.10</td>
</tr>
<tr>
<td>Senior Engineer/Arch (Registered)</td>
<td>$53.57</td>
<td>$47.09</td>
<td>$27.95</td>
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<td>$155.35</td>
</tr>
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<td>$22.37</td>
<td>$14.54</td>
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<tr>
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<td>$31.09</td>
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<td>Senior Technician (CADD)</td>
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<td>$77.98</td>
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<td>$20.60</td>
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<td>Administrative</td>
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<td>Permit Specialist</td>
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<td>$10.65</td>
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<td>$10.65</td>
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<tr>
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<td>$14.01</td>
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<td>$82.65</td>
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<tr>
<td>Survey Crew (2 person)</td>
<td>$46.21</td>
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<td>Survey Crew (3 person)</td>
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<td>Equipment Operator</td>
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<td>$16.78</td>
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<td>$85.31</td>
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OVERHEAD ($/HR) = RAW SALARY X OVERHEAD %

FRINGE ($/HR) = RAW SALARY X FRINGE %

PROFIT ($/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: **3.2636**

MAXIMUM MULTIPLIER PER BROWARD COUNTY (NEGOTIATED): **2.9**
EXHIBIT "B"
SALARY COSTS

Project No: RLI # 2007/1017-0-AV-1
Project Title: General Engineering Consultant Services
Facility Name: Ft. Lauderdale-Hollywood International Airport and Broward County Aviation Department
Subconsultant Delta G Consulting Engineers

FILL IN POSITIONS AS APPLICABLE

<table>
<thead>
<tr>
<th>TITLE</th>
<th>RAW HOURLY SALARY ($/HR)</th>
<th>OVERHEAD AT 158.23% ($/HR)</th>
<th>FRINGE AT 0.700% ($/HR)</th>
<th>PROFIT AT 12.00% ($/HR)</th>
<th>RATE ($/HR)</th>
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<tbody>
<tr>
<td>Sr Project Manager</td>
<td>$53.57</td>
<td>$8.70</td>
<td>$0.37</td>
<td>$7.52</td>
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<td>Project Manager</td>
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<td>$0.29</td>
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<td>Senior Engineer</td>
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<td>$0.37</td>
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<tr>
<td>Junior Engineer</td>
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<td>$97.21</td>
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<tr>
<td>Senior Designer</td>
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<td>$0.25</td>
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<td>$103.95</td>
</tr>
<tr>
<td>Junior Designer</td>
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<td>$4.43</td>
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<td>Senior CADD</td>
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<td>$4.35</td>
<td>$0.19</td>
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<td>$77.69</td>
</tr>
<tr>
<td>CAD Operator</td>
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<td>$3.77</td>
<td>$0.16</td>
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<td>$3.01</td>
<td>$0.13</td>
<td>$2.60</td>
<td>$53.65</td>
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</table>

OVERHEAD ($/HR) = RAW SALARY X OVERHEAD %
FRINGE ($/HR) = RAW SALARY X FRINGE %
PROFIT ($/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %
ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: 2.90002
MAXIMUM MULTIPLIER PER BROWARD COUNTY (NEGOTIATED): 2.9

Revised 2/2/09
### EXHIBIT "B"

**SALARY COSTS**

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**Project No:** RLI # 20071017-0-AV-1  
**Project Title:** General Engineering Consultant Services  
**Facility Name:** Ft. Lauderdale-Hollywood International Airport and Broward County Aviation Department  
**Subconsultant:** Dickey Consulting Services, Inc.

<table>
<thead>
<tr>
<th>TITLE</th>
<th>RAW HOURLY SALARY ($/HR)</th>
<th>OVERHEAD AT 168.00% ($/HR)</th>
<th>FRINGE AT 62.00% ($/HR)</th>
<th>PROFIT AT 12.00% ($/HR)</th>
<th>RATE ($/HR)</th>
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</thead>
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<tr>
<td>Project Director</td>
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<td>Project Engineer</td>
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<tr>
<td>Senior Planner</td>
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<td>$104.40</td>
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<tr>
<td>Planner/Project Coordinator</td>
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<td>$63.60</td>
</tr>
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<td>Environmental Scientist</td>
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<td>Senior Technician/Project Coordinator</td>
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<td>$101.80</td>
</tr>
<tr>
<td>Technician/Coordinator</td>
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<td>$15.35</td>
<td>$9.50</td>
<td>$71.78</td>
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<td>Technician/Administrative</td>
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<td>$21.33</td>
<td>$8.37</td>
<td>$5.18</td>
<td>$39.15</td>
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</table>

**OVERHEAD ($/HR) = RAW SALARY X OVERHEAD %**  
**FRINGE ($/HR) = RAW SALARY X FRINGE %**  
**PROFIT ($/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %**

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: **3.684**

MAXIMUM MULTIPLIER PER BROWARD COUNTY (NEGOTIATED): **2.9**

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Revised 2-2-09
### EXHIBIT "B"
### SALARY COSTS

**Project No:** RLI # 20071017-0-AV-1  
**Project Title:** General Engineering Consultant Services  
**Facility Name:** Ft. Lauderdale-Hollywood International Airport and Broward County  
**Subconsultant:** Hillers Electrical Engineering, Inc.

<table>
<thead>
<tr>
<th>Employee Title</th>
<th>Grade</th>
<th>Maximum Raw Salary $/Hour</th>
<th>Overhead 162.800% $/Hour</th>
<th>Fringe 0.0% $/Hour</th>
<th>Profit 12.0% $/Hour</th>
<th>Total Hourly Rate $/Hour</th>
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<td>Project Manager</td>
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<td>$56.00</td>
<td>$91.17</td>
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<td></td>
<td>$42.00</td>
<td>$68.38</td>
<td>$0.00</td>
<td>$13.25</td>
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<tr>
<td>CADD / Technician</td>
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<td>$36.00</td>
<td>$58.61</td>
<td>$0.00</td>
<td>$11.35</td>
<td>$104.40</td>
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<tr>
<td>Clerical</td>
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<td>$68.38</td>
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Overall Multiplier = 2.94

Profit calculation formula: Profit = (Raw Salary + Overhead + Fringe) x (% Profit)
Overall multiplier calculation formula: Multiplier = Total Hourly Rate / Raw Salary

**ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF:** 2.94

**MAXIMUM MULTIPLIER PER BROWARD COUNTY (NEGOTIATED):** 2.9

Revised 2-2-09
**EXHIBIT "B"**

**SALARY COSTS**

Project No: RLI # 20071017-0-AV-1

Project Title: General Engineering Consultant Services

Facility Name: Ft. Lauderdale-Hollywood International Airport and Broward County Aviation Department

Subconsultant: MacTec

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**FILL IN POSITIONS AS APPLICABLE**

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<thead>
<tr>
<th>TITLE</th>
<th>RAW HOURLY SALARY ($/HR)</th>
<th>OVER-HEAD AT 154.74% ($/HR)</th>
<th>FRINGE AT 0.325% ($/HR)</th>
<th>PROFIT AT 12.00% ($/HR)</th>
<th>RATE ($/HR)</th>
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<td>$58.80</td>
<td>$0.12</td>
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<td>Job Captain</td>
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<td>$58.80</td>
<td>$0.12</td>
<td>$11.63</td>
<td>$108.56</td>
</tr>
</tbody>
</table>

OVERHEAD ($/HR) = RAW SALARY X OVERHEAD %

FRINGE ($/HR) = RAW SALARY X FRINGE %

PROFIT ($/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: **2.85673**

MAXIMUM MULTIPLIER PER BROWARD COUNTY (NEGOTIATED): **2.9**

Submitted 1/15/09
EXHIBIT "B"

**SALARY COSTS**

**Project No:** RLI # 20071017-0-AV-1

**Project Title:** General Engineering Consultant Services

**Facility Name:** Ft. Lauderdale-Hollywood International Airport and Broward County Aviation Department

**Subconsultant:** R.J. Behar & Company, Inc.

**FILL IN POSITIONS AS APPLICABLE**

<table>
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<tr>
<th>TITLE</th>
<th>RAW HOURLY SALARY ($/HR)</th>
<th>OVERHEAD AT 125.12% ($/HR)</th>
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<th>PROFIT AT 12.00% ($/HR)</th>
<th>RATE ($/HR)</th>
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</thead>
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</table>

OVERHEAD ($/HR) = RAW SALARY X OVERHEAD %

FRINGE ($/HR) = RAW SALARY X FRINGE %

PROFIT ($/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: **2.85645**

MAXIMUM MULTIPLIER PER BROWARD COUNTY (NEGOTIATED): **2.9**

Submitted 1/15/09
EXHIBIT "B"

SALAR” COSTS

Project No: RIJ # 20071017-0-AV-1

Project Title: General Engineering Consultant Services

Facility Name: Ft. Lauderdale-Hollywood International Airport and Broward County Aviation Department


FILL IN POSITIONS AS APPLICABLE

<table>
<thead>
<tr>
<th>TITLE</th>
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<th>OVERHEAD AT 168.11% ($/HR)</th>
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<th>PROFIT AT 12.00% ($/HR)</th>
<th>RATE ($/HR)</th>
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<td>$99.56</td>
</tr>
<tr>
<td>Survey Crew - 2 Person</td>
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<tr>
<td>ADMIN</td>
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<td>$38.67</td>
<td>$0.17</td>
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</table>

OVERHEAD ($/HR) = RAW SALARY X OVERHEAD %
FRINGE ($/HR) = RAW SALARY X FRINGE %
PROFIT ($/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %
ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: 3.01093
MAXIMUM MULTIPLIER PER BROWARD COUNTY (NEGOTIATED): 2.9

Submitted 1/15/09
**EXHIBIT "B"**

**SALARY COSTS**

---

**Project No:** RLJ # 20071017-0-AV-1  
**Project Title:** General Engineering Consultant Services  
**Facility Name:** Ft. Lauderdale-Hollywood International Airport and Broward County Aviation Department  
**Subconsultant:** TBE Group, Inc.

---

**FILL IN POSITIONS AS APPLICABLE**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>RAW HOURLY SALARY ($/HR)</th>
<th>OVERHEAD AT 18.68% ($/HR)</th>
<th>FRINGE AT 0.829% ($/HR)</th>
<th>PROFIT AT 12.00% ($/HR)</th>
<th>RATE ($/HR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Surveyor &amp; Mapper</td>
<td>$57.43</td>
<td>$89.41</td>
<td>$0.30</td>
<td>$17.88</td>
<td>$164.80</td>
</tr>
<tr>
<td>Surveyor &amp; Mapper</td>
<td>$39.63</td>
<td>$59.70</td>
<td>$0.21</td>
<td>$12.18</td>
<td>$113.72</td>
</tr>
<tr>
<td>Survey Technician</td>
<td>$32.31</td>
<td>$50.30</td>
<td>$0.17</td>
<td>$9.53</td>
<td>$92.71</td>
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<tr>
<td>Utility Locator</td>
<td>$26.36</td>
<td>$41.02</td>
<td>$0.14</td>
<td>$8.10</td>
<td>$75.61</td>
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<tr>
<td>Engineering Technician</td>
<td>$21.53</td>
<td>$33.52</td>
<td>$0.11</td>
<td>$6.62</td>
<td>$81.78</td>
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<tr>
<td>Party Chief</td>
<td>$20.13</td>
<td>$31.34</td>
<td>$0.11</td>
<td>$6.19</td>
<td>$67.76</td>
</tr>
<tr>
<td>Instrument Man</td>
<td>$14.70</td>
<td>$22.86</td>
<td>$0.08</td>
<td>$4.52</td>
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<tr>
<td>Rod Man</td>
<td>$11.59</td>
<td>$18.04</td>
<td>$0.06</td>
<td>$3.56</td>
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<tr>
<td>Secretary/Clerical</td>
<td>$18.70</td>
<td>$29.11</td>
<td>$0.10</td>
<td>$5.75</td>
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<tr>
<td>Project Manager Utility Coordination</td>
<td>$50.44</td>
<td>$78.52</td>
<td>$0.27</td>
<td>$15.51</td>
<td>$144.74</td>
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<tr>
<td>Senior Utility Coordinator</td>
<td>$38.04</td>
<td>$59.22</td>
<td>$0.20</td>
<td>$11.70</td>
<td>$106.18</td>
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<tr>
<td>Utility Coordinator</td>
<td>$34.01</td>
<td>$52.85</td>
<td>$0.16</td>
<td>$10.46</td>
<td>$97.59</td>
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<tr>
<td>Secretary/Clerical (Utility Coordination)</td>
<td>$18.21</td>
<td>$29.91</td>
<td>$0.10</td>
<td>$5.91</td>
<td>$55.12</td>
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</table>

**Per Day**

| 2 Man Survey Crew                 | $1,007.68               |
| 3 Man Survey Crew                 | $1,273.68               |
| 4 Man Survey Crew                 | $1,530.76               |
| 2 Man Locating Crew               | $1,507.20               |
| 2 Man Designating Crew             | $1,261.20               |
| 3 Man Locating Crew               | $1,773.28               |
| 3 Man Designating Crew             | $1,557.28               |

---

OVERHEAD ($/HR) = RAW SALARY X OVERHEAD %  
FRINGE ($/HR) = RAW SALARY X FRINGE%  
PROFIT ($/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT%  

**ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF:**  

2.86854  

**MAXIMUM MULTIPLIER PER BROWARD COUNTY (NEGOTIATED):**  

2.8

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Revised 2/2/08
EXHIBIT “B-1”
KEY STAFF

The HDR Team offers a proven and familiar team that is immediately available to meet the needs of the Aviation Department. It includes a local project manager with direct and relevant aviation experience, a depth of local professional staff resources with a diversity of expertise and experience, and access to a network of world-class engineering, planning and construction expertise.

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Function/Responsibility</th>
<th>Value to Broward County Aviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Sinclair, PE</td>
<td>Contract Manager</td>
<td>• Extensive experience managing airport General Engineering contracts</td>
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<tr>
<td></td>
<td></td>
<td>• Experience covers full range of engineering and environmental projects at airports</td>
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<td>• Experience in all phases of project implementation including planning, design and construction</td>
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<tr>
<td>Dave Beeker, PE</td>
<td>Aviation Technical Advisor</td>
<td>• Over 30 years experience working on Airport and Municipal projects</td>
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<td></td>
<td>• Extensive experience with all facets of multi-discipline aviation projects from environmental studies, facility planning, utilities, and transportation projects</td>
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<tr>
<td>Bernard Skar, PE</td>
<td>Pavement Technical Advisor Airstrip Design</td>
<td>• National expert in airfield pavement design</td>
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<td>• Extensive experience in airstrip pavement, apron, taxiway projects</td>
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<td></td>
<td></td>
<td>• Former National Pavement Design Engineer for Army Corps of Engineers with experience on projects worldwide</td>
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<tr>
<td>Juan Vazquez, PE</td>
<td>Stormwater Management</td>
<td>• Intimately familiar with FLL Airport stormwater management system. Created original stormwater model for FLL and adjacent lands</td>
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<td>• Design original storm sewer system for loop road</td>
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<td>• Familiarity with the project area</td>
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<tr>
<td>Ricardo Fraxadas, PE</td>
<td>Environmental / Contamination Assessment</td>
<td>• Extensive experience in the study area; Existing Stormwater Management Consultant for BCAD.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Part of existing project team providing environmental services and emergency response support for BCAD.</td>
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<tr>
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<td></td>
<td>• Recognized as a local expert in South Florida geology and subsurface exploration and investigation</td>
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<tr>
<td>Gabino Cuevas, PE</td>
<td>Spill Prevention / Contamination Remediation</td>
<td>• Very diverse range of experience in South Florida in environmental assessment and monitoring, and with the regulatory and permitting agencies</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Worked for MD DERM for many years and is intimately familiar with the regulatory environment in South Florida</td>
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<tr>
<td>Paul Hillers, PE</td>
<td>Airstrip Lighting and NAVIDS</td>
<td>• Specialist in airfield runway, taxiway &amp; apron lighting systems.</td>
</tr>
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<td>• MALS, PAPI &amp; REL systems, fueling systems, guidance signage and airfield electrical vaults parking garages, security systems, parking lot lighting, terminal power, for air carrier and general aviation airports.</td>
</tr>
</tbody>
</table>
EXHIBIT “C”
SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: 
Project Title: 
Facility Name: 

<table>
<thead>
<tr>
<th>No.</th>
<th>Firm Name</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cherokee Enterprises</td>
<td>• Emergency Response</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Spill/Pollution Prevention</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Contamination Assessment/Remediation</td>
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<td>• Fuel Storage tanks</td>
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<td>2.</td>
<td>Delta G Consulting Engineers</td>
<td>• HVAC Design</td>
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<td>• Plumbing Design</td>
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<td></td>
<td></td>
<td>• Fire Safety</td>
</tr>
<tr>
<td>3.</td>
<td>Dickey Consulting Services</td>
<td>• Government Media Relations</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Community Outreach Programs</td>
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<tr>
<td>4.</td>
<td>Hillars Electrical Engineering</td>
<td>• Electrical/Power</td>
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<td></td>
<td></td>
<td>• Airside Lighting</td>
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<tr>
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<td></td>
<td>• IT/Communications</td>
</tr>
<tr>
<td>5.</td>
<td>Mactec Engineering and Consulting</td>
<td>• Contamination Assessment/Remediation</td>
</tr>
<tr>
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<td>• Stormwater Management</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Emergency Response</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Geotechnical Engineering</td>
</tr>
<tr>
<td>6.</td>
<td>R.J. Behar and Company</td>
<td>• Civil/Site Design</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Stormwater Management</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Drainage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Utilities</td>
</tr>
<tr>
<td>7.</td>
<td>Stoner and Associates</td>
<td>• Ground Survey</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Aerial Photography</td>
</tr>
<tr>
<td>8.</td>
<td>TBE Group</td>
<td>• Subsurface Utility Location Engineering</td>
</tr>
</tbody>
</table>
## SCHEDULE OF PARTICIPATION (CDBE)

(Submit this form with an executed Letter of Intent from each CDBE firm listed in this form)

<table>
<thead>
<tr>
<th>Bid/RLI/RFP #: 20071017-0-AV-1</th>
<th>Project Location: Broward County-Ft. Lauderdale Hollywood International Airport</th>
<th>Date Form Submitted: April 9, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name: General Engineering Consultant Services at Fort Lauderdale-Hollywood International Airport</td>
<td>Project Start Date: TBD</td>
<td></td>
</tr>
<tr>
<td>Prime Contractor: HDR Engineering, Inc.</td>
<td>Address: 15450 New Barn Road, Suite 304 Miami Lakes, FL. 33014</td>
<td></td>
</tr>
</tbody>
</table>

### Contact Person: Charles Sinclair
Telephone #: (305) 728-7400  
Fax #: (305) 728-7447

<table>
<thead>
<tr>
<th>CDBE Subcontractor</th>
<th>CDBE Expiration date</th>
<th>Address</th>
<th>Phone</th>
<th>Type of Work to be Performed</th>
<th>Sub-contract Amount (Agreed Price ($) or Percentage (%))</th>
</tr>
</thead>
<tbody>
<tr>
<td>RJ Behar &amp; Company, Inc.</td>
<td>12/12/2010</td>
<td>6861 SW 196th Ave, Suite 302 Ft. Lauderdale, FL 33332</td>
<td>(954) 680-7771</td>
<td>Civil/Site Design</td>
<td>20%</td>
</tr>
<tr>
<td>Delta G Consulting Engineers, Inc.</td>
<td>01/16/2011</td>
<td>707 NE 3rd Ave, Suite 200 Ft. Lauderdale, FL 33304</td>
<td>(954) 527-1112</td>
<td>HVAC, Plumbing and Fire Protection</td>
<td>11%</td>
</tr>
<tr>
<td>Dickey Consulting Services, Inc.</td>
<td>12/03/2010</td>
<td>1120 NW 6th St, Suite #B Ft. Lauderdale, FL 33311</td>
<td>(954) 467-6822</td>
<td>Public Involvement</td>
<td>4%</td>
</tr>
</tbody>
</table>

| | | | | | |
| | | | | | |
| | | | | | |

**Total CDBE Participation**: 35%

**Total Contract Amount**

**CDBE Subcontractor Participation Percentage**

(Total amount allocated to CDBEs divided by Total Contract Amount) 35%

The listing of a CDBE shall constitute a representation by the bidder/responder to Broward County that such CDBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by the Small Business Development Division and that submission of said information is an assertion of its accuracy, per the requirements of the Small Business Development Program.

I certify that the above information is true to the best of my knowledge:

**Signature:**  
**Title:** Senior Vice President  
**Date:** April 8, 2008

This document must be provided with the submittal and signed by the person signing the submittal.
LETTER OF INTENT
To Utilize a Community Disadvantaged Business Enterprise (CDBE)
Subcontractor/Subconsultant

From: HDR Engineering, Inc.
(Name of Proposer/Bidder)

To: Broward County, Selection and Negotiation Committee

Project Description: General Consultant Services for Ft. Lauderdale
Hollywood International Airport

In response to Broward County's RLI/Bid No. 20071017-0-AV-1, the undersigned hereby agrees to utilize the CDBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of Firm: Dickey Consulting Services, Inc.
(Proposed CDBE Subcontractor/Subconsultant)

Work Assignment:
公共参与, 公共关系

Percentage of Prime's Contract Fees to be Awarded: 4%

(Signature of Owner or Authorized Rep.)

Subscribed and sworn to before me this 8th day of March, 2008.
(Notary's Signature)

(ACKNOWLEDGEMENT BY THE PROPOSED CDBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one) ___ an individual ___ a partnership X a corporation ___ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep.)

Subscribed and sworn to before me this 30th day of March, 2008.
(Notary's Signature)
LETTER OF INTENT
To Utilize a Community Disadvantaged Business Enterprise (CDBE)
Subcontractor/Subconsultant

From: HDR Engineering, Inc.
(Name of Proposer/Bidder)

To: Broward County, Selection and Negotiation Committee

Project Description: General Engineering Consultant Services at Fort Lauderdale-Hollywood International Airport

In response to Broward County's RLI/Bid No. 20071017-0-AV-1, the undersigned hereby agrees to utilize the CDBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of Firm: R. J. BEHAR & COMPANY, INC.
(Proposed CDBE Subcontractor/Subconsultant)

Work Assignment: Water & Wastewater pipeline design / Roadway system design / Parking lot and pavement design / Traffic engineering studies / General civil and site engineering / Structural design services / Signing design / Engineering construction management.

Percentage of Prime's Contract Fees to be Awarded: 20%
(Signature of Owner or Authorized Rep.)

Subscribed and sworn to before me this 27th day of March, 2008.
(Notary's Signature)

(Acknowledgement by the Proposed CDBE Firm)

The undersigned intends to perform work in connection with the above Contract as (check one) __ an individual ___ a partnership ___ a corporation ___ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep.)

March 27, 2008
(Date)

Subscribed and sworn to before me this 27th day of March, 2008.
(Notary's Signature)

Addendum 3
03/11/08
LETTER OF INTENT
To Utilize a Community Disadvantaged Business Enterprise (CDBE)
Subcontractor/Subconsultant

From: HDR Engineering, Inc.
(Name of Proposer/Bidder)

To: Broward County, Selection and Negotiation Committee

Project Description: General Engineering Consultant Services at
Fort Lauderdale-Hollywood International Airport

In response to Broward County's RLI/Bid No. 20071017-0-AV-1
the undersigned hereby agrees to utilize the CDBE firm listed below, if awarded the contract.
The undersigned further certify that the firm has been contacted and properly apprised of the
projected work assignment(s) upon execution of the contract with Broward County.

Name of Firm: De Haan Consulting Engineers Inc.
(Proposed CDBE Subcontractor/Subconsultant)

Work Assignment:
HVAC, Plumbing and Fire Protection

Percentage of Prime's Contract Fees to be Awarded: 11%

(Signature of Owner or Authorized Rep.)

Subscribed and sworn to before me this 8th day of
(Notary's Signature) 19 March 2008
(Notary Seal)

(ACKNOWLEDGEMENT BY THE PROPOSED CDBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one)
____ an individual ____ a partnership ____ a corporation ____ a joint venture. The undersigned
agrees with the prime contractor's/consultant's proposal and further certifies that all information
provided herein is true and correct.

(Signature of Owner or Authorized Rep.)

Subscribed and sworn to before me this 19th day of March 2008
(Notary's Signature) 2008
(Notary Seal)

Addendum 3
03/11/08
# MONTHLY (CDBE) 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></td>
<td>Project Completion Date:</td>
</tr>
<tr>
<td>Prime Contractor:</td>
<td></td>
<td>Period Ending:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
<td>Telephone#: ( ) Fax#: ( )</td>
</tr>
</tbody>
</table>

## SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY SMALL BUSINESS DEVELOPMENT DIVISION

<table>
<thead>
<tr>
<th>CDBE Subcontractor</th>
<th>Address</th>
<th>Description of Work</th>
<th>Original Agreed Price</th>
<th>Revised Agreed Price</th>
<th>% of work Completed to Date</th>
<th>Amount Paid This Period</th>
<th>Amount Paid To Date</th>
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I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature: __________________________   Title: __________________________   Date: __________________________

Note: The information provided herein is subject to verification by the Small Business Development Division.

SBDD Compliance Form 2007-3
# Final (CDBE) Utilization Report

**Report No.:** __

<table>
<thead>
<tr>
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<th>Date Form Submitted</th>
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<table>
<thead>
<tr>
<th>Project Description</th>
<th>Project Completion Date</th>
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<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Period Ending</th>
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<th>Fax#</th>
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<tbody>
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</tbody>
</table>

### Contact Person

- **Telephone#:** ( )
- **Fax#:** ( )

### Subcontracting Information

**TO BE SUBMITTED TO BROWARD COUNTY SMALL BUSINESS DEVELOPMENT DIVISION**

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

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

**Signature:**

**Title:**

**Date:**

---

**Note:** The information provided herein is subject to verification by the Small Business Development Division.

SBDD Compliance Form 2007-5
# Weekly Time Sheet

(Must Contain the Following Information)

<table>
<thead>
<tr>
<th>Employee Name:</th>
<th>Authorization No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td>NTP Date:</td>
</tr>
<tr>
<td>Invoice #:</td>
<td>Week Ending 8/6/2007</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Vendor Code:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE</th>
<th>SUN</th>
<th>MON</th>
<th>TUES</th>
<th>WED</th>
<th>THUR</th>
<th>FRI</th>
<th>SAT</th>
<th>TOTAL HOURS</th>
<th>MULT</th>
<th>RATE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>7/30</td>
<td>7/31</td>
<td>8/1</td>
<td>8/2</td>
<td>8/3</td>
<td>8/4</td>
<td>8/5</td>
<td></td>
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</tr>
</tbody>
</table>

**Description of Services Performed**

<table>
<thead>
<tr>
<th>SUN</th>
<th>7/30</th>
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<tbody>
<tr>
<td>MON</td>
<td>7/31</td>
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<tr>
<td>TUES</td>
<td>8/1</td>
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<tr>
<td>WED</td>
<td>8/2</td>
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<tr>
<td>THUR</td>
<td>8/3</td>
</tr>
<tr>
<td>FRI</td>
<td>8/4</td>
</tr>
<tr>
<td>SAT</td>
<td>8/5</td>
</tr>
</tbody>
</table>
APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Broward County Aviation Department
Office Planning & Development
100 Aviation Blvd.
Fort Lauderdale, Florida 33315

From Contractor:

Date: Period To/From: RLI No.: Project Name:
Work Authorization No.: BCAD Project Manager:
Request for Payment No.: NTP Date:

Vendor Code: P.O. NO.:

Contractor's Application for Payment
Application is made for payment, as shown below, in connection with the contract. Continuation Sheet - Schedule of Values Form is attached.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Sum</td>
<td></td>
</tr>
<tr>
<td>Net change by Change Orders, Amendments</td>
<td></td>
</tr>
<tr>
<td>Contract Sum To Date (Line 9a)</td>
<td></td>
</tr>
<tr>
<td>Total Completed and Stored to Date</td>
<td></td>
</tr>
<tr>
<td>(Column G on Schedule of Values Form)</td>
<td></td>
</tr>
<tr>
<td>Retainage:</td>
<td></td>
</tr>
<tr>
<td>a) % of Completed Work (Column D + E)</td>
<td></td>
</tr>
<tr>
<td>b) % of Stored Material (Column F)</td>
<td></td>
</tr>
<tr>
<td>Total Retainage:</td>
<td></td>
</tr>
<tr>
<td>(Line 6a + 6b or Total in Column M)</td>
<td></td>
</tr>
<tr>
<td>Total Earned Less Retainage (Line 4 less Line 6 Total)</td>
<td></td>
</tr>
<tr>
<td>Less Previous Applications for Payment</td>
<td></td>
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<tr>
<td>(Line 9 from prior Certificate)</td>
<td></td>
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<tr>
<td>Current Payment Due</td>
<td></td>
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<tr>
<td>Balance to Finish, Including Retainage</td>
<td></td>
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<tr>
<td>(Line 3 less Line 6)</td>
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</tbody>
</table>

Change Order, Amendments Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Additions</th>
<th>Deductions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total changes approved in previous months by Owner.</td>
<td></td>
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<tr>
<td>Total approved this month</td>
<td></td>
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<tr>
<td>TOTALS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NET CHANGES by Change Order, Amendments</td>
<td></td>
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</tbody>
</table>

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

CONTRACTOR:

By: Date: State of: County of: Subscribed and sworn to before me this day of My Commission Expires:

Project Manager Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data accompanying this Application, the Project Manager certifies to the Owner that to the best of his knowledge, information and belief, the Work has progressed as indicated, including all quantities, materials, work percentages completed, and the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Please indicate if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet (Schedule of Values) that are changed to conform to the amount certified.)

P.O. NO. MANAGER for BCAD

By: Date:

DIRECTOR, PLANNING & DEVELOPMENT

By: Date:

The undersigned, after examination of the attached payment request, notes that: (1) The Project Manager's review has confirmed to established BCAD procedural standards, (2) that the Project Manager has received sufficient information and backup documentation for the Contractor for analysis and his subsequent recommendation for payment, and (3) that such recommended payment amount appears to be fair and reasonable.

OWNER: BROWARD COUNTY AVIATION DEPARTMENT, CONTRACT ADMINISTRATOR

By: Name: Date:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and precedence of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
EXHIBIT "F"

Consultant Payment Request - Schedule of Values

CONTINUATION SHEET - Schedule of Values
Consultant's Payment Request

The Consultant's Payment Request, containing the Consultant's signed Certification, is attached.

Use the final column on contracts where retainage is applicable.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
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<th>K</th>
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<th>M</th>
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</thead>
<tbody>
<tr>
<td>CONSULTANT</td>
<td>DESCRIPTION OF WORK</td>
<td>SCHEDULED VALUE</td>
<td>METHOD - LS or NTE</td>
<td>WORK COMPLETED PREVIOUS APPLICATION</td>
<td>WORK COMPLETED THIS APPLICATION</td>
<td>TOTAL AMOUNT INVOICED TO DATE</td>
<td>% COMPLETE NTP</td>
<td>% CONTRACT LIMIT</td>
<td>REMAINING BALANCE</td>
<td>THIS INVOICE RETAINAGE HELD</td>
<td>THIS INVOICE RETAINAGE RELEASED</td>
<td>TOTAL TO DATE RETAINAGE HELD</td>
<td>TOTAL TO DATE RETAINAGE RELEASED</td>
<td>APPROVED FOR PAYMENT</td>
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TOTAL ALL CATEGORIES

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

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<th>J</th>
<th>K</th>
<th>L</th>
<th>M</th>
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<tr>
<td>CONSULTANT</td>
<td>DESCRIPTION OF WORK</td>
<td>SCHEDULED VALUE</td>
<td>METHOD - LS or NTE</td>
<td>WORK COMPLETE PREVIOUS APPLICATION</td>
<td>WORK COMPLETE THIS APPLICATION</td>
<td>TOTAL AMOUNT INVOICED TO DATE</td>
<td>% COMPLETE NTP</td>
<td>% CONTRACT LIMIT</td>
<td>REMAINING BALANCE</td>
<td>THIS INVOICE RETAINAGE HELD</td>
<td>THIS INVOICE RETAINAGE RELEASED</td>
<td>TOTAL TO DATE RETAINAGE HELD</td>
<td>TOTAL TO DATE RETAINAGE RELEASED</td>
<td>APPROVED FOR PAYMENT</td>
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<td>REIMBURSABLES:</td>
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</table>
**EXHIBIT "H"**

**BROWARD COUNTY AVIATION DEPARTMENT**  
**PLANNING & DEVELOPMENT DIVISION**  
**TRAVEL AUTHORIZATION REQUEST**  
**AIRPORT PROJECT # (RL1-00000000-RB)**  
**CONSULTANT OR CONTRACTOR NAME**  
**PURCHASE ORDER No. SC XXXXXXXXXX**

<table>
<thead>
<tr>
<th>DATE: Monday, January 01, 2001</th>
<th>DATE APPROVAL REQUIRED: Monday, January 01, 2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMPLOYEE</td>
<td>CONSULTANT/CONTRACTOR</td>
</tr>
<tr>
<td></td>
<td>XXXXX-400-XXXX-XXXXX</td>
</tr>
</tbody>
</table>

**PURPOSE OF TRIP:**  
FILL IN REASON FOR TRIP IN THIS SECTION

<table>
<thead>
<tr>
<th>ARRIVAL INFORMATION</th>
<th>RETURNING INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORIGIN</td>
<td>DESTINATION</td>
</tr>
<tr>
<td>to</td>
<td>TRAVEL DATE: 0000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Estimated Travel Expenses</th>
<th>*PRTA</th>
<th>**PRTE</th>
<th>TOTAL $</th>
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<tbody>
<tr>
<td>AIRFARE / MILEAGE ( @ $.445/mi)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>HOTEL</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>MEALS ( @ $30/day)</td>
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<td>$</td>
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<tr>
<td>TAXI</td>
<td>$</td>
<td>$</td>
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<tr>
<td>RENTAL CAR</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>REIMBURSEABLE OTHER</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>TOTALS:</td>
<td>$</td>
<td>$</td>
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</tbody>
</table>

**APPROVAL AMOUNT:** $ -  
**PROPOSED LENGTH OF TRIP:** 0 DAYS (with 0 overnight)

* Project Related Travel for Airfare  
** Project Related Travel for Expenses

<table>
<thead>
<tr>
<th>APPROVED</th>
<th>DENIED</th>
</tr>
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</table>

PROJECT MANAGER: ___________________________  
DATE: ________________

CONTRACT ADMINISTRATOR APPROVAL: ___________________________  
DATE: ________________
EXHIBIT "I"

CERTIFICATION OF PAYMENTS TO SUBCONSULTANTS AND SUPPLIERS

RLI/Bid/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 in reasonably specific detail 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>
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</tbody>
</table>

Dated ____________, 20__  __________________________________________

Consultant

By_________________________________________

(Signature)

By_________________________________________

(Name and Title)
EXHIBIT "I"

CERTIFICATION OF PAYMENTS TO SUBCONSULTANTS AND SUPPLIERS (Continued)

STATE OF )
    ) SS.
COUNTY OF )

The foregoing instrument was acknowledged before me this ______ day of
____________________, 20__, by ______________________________ who is
personally known to me or who has produced ______________________ as identification.

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

(Signature of person making acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

My commission expires: ________________________________  (Serial number, if any)
EXHIBIT "J"
FORM OF FINAL RECEIPT:

[The following form will be used to show receipt of final payment for Work Authorization.]

FINAL RECEIPT FOR CONTRACT NO. _________________________

Received this _____ day of _________________________, 20_____, from Broward County, the sum of _________________________ Dollars ($_________) as full and final payment to CONTRACTOR for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

CONTRACTOR hereby indemnifies and releases Broward County from all liens and claims whatsoever arising out of the Contract and Project.

CONTRACTOR hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, CONTRACTOR may submit a consent of surety to final payment in a form satisfactory to COUNTY.

CONTRACTOR further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[If incorporated sign below.]

CONTRACTOR

ATTEST: __________________________________________

Name

__________________________

Secretary

By__________________________

Title

(CORPORATE SEAL)

Date: ______________________
EXHIBIT "J"
FORM OF FINAL RECEIPT:
(continued)

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

____________________

(Name)

By____________________

Date: ___________________
EXHIBIT K
REIMBURSABLES

Project No. __________

Project Title: ________________________________

Facility Name: ______________________________

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task Description</th>
<th>Amount</th>
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</tbody>
</table>
EXHIBIT "L"

Work Authorization No. __________

RL# 20071017-0-AV-1

Under Contract Administrator's Award Authority for Services

Consultant:

Project No.:

Project Title:

Facility Name:

This Work Authorization is between Broward County and Consultant as required pursuant to an Agreement for professional services approved by the Broward County Board of County Commissioners on _________________.

This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope.

Payment(s) for such services shall be in accordance with the Agreement.

<table>
<thead>
<tr>
<th>Budget</th>
<th>Purchase Order Number</th>
<th>Department Name</th>
<th>Aviation Department</th>
</tr>
</thead>
</table>

The time period for this Work Authorization will consist of _____ (____) calendar days, or as set forth in the attachment hereto.

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

Lump Sum/Maximum Not-to-Exceed Labor Expenses $______________

Reimbursable Expenses $______________

Total Maximum Cost $______________

________________________________
County

Recommended by:

Project Manager Date

Contract Administrator Date

Name Printed

Consultant

Witness Date

President/Vice President Date

Name Printed

Witness Date
EXHIBIT M

Prevailing Wage Rates: On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded County construction procurement activity of $250,000 or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision).

1. **Prevailing Wage Rate Ordinance.** If the project is not federally funded and if County is funding any portion of the construction project, then if the construction cost is in excess of $250,000, the following shall apply:
   
a. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision).
   
b. All mechanics, laborers, and apprentices, employed or working directly upon the site of the work shall be paid in accordance with the above-referenced wage rates. Notice of these provisions shall be posted at the site of the work in a prominent place where it can be easily seen by the workers.
   
c. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the Aviation Department shall submit the question, together with its recommendation, to the County Administrator for final determination.
   
d. In the event it is found by the County that any laborer or mechanic or apprentice employed by Consultant, or any subconsultant directly on the site of the work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the County may: (1) by written notice to Consultant terminate its right to proceed with the work or such part of work for which there has been a failure to pay said required wages; and (2) prosecute the work or portion thereof to completion by contract or otherwise. Whereupon, Consultant and its sureties shall be liable to County for any excess costs occasioned to County thereby.
   
e. Subparagraphs (a) through (d) above shall apply to prime contracts and subcontracts under such prime contracts.
   
f. Consultant shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site.
work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

g. If County is funding any portion of the work, Consultant shall submit, with each requisition to County for payment, a signed and sworn "Statement of Compliance" attesting to compliance with Broward County Ordinance No. 83-72. The Statement shall be in the form attached as Exhibit H.

h. The County may withhold or cause to be withheld from Consultant so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, watch persons, and guards employed by Consultant or any subconsultant on the work, the full amount of wages required by this Agreement.

i. If Consultant or any subconsultant fails to pay any laborer, mechanic, or apprentice employed or working on the site of the work all or part of the wages required by this Agreement, the County may, after written notice to Consultant, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.
EXHIBIT N
STATEMENT OF COMPLIANCE
(PREVAILING WAGE RATE ORDINANCE NO. 83-72)

No. ____________________

Contract No. ____________________  Project Title ____________________

The undersigned hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Broward County Ordinance No. 83-72 and the applicable conditions of this Agreement.

Dated ____________, 20__  

By ____________________
(Signature)

By ____________________
(Name and Title)

STATE OF )
) SS.
COUNTY OF )

The foregoing instrument was acknowledged before me this ____ day of ____________, 20__, by ____________________ who is personally known to me or who has produced _________________ as identification.

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

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

>Title or rank

(Serial number, if any)

My commission expires:
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.

(e) **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the County shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

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

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

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

II. NONDISCRIMINATION - 14 CFR PART 152 REQUIREMENTS

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

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

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

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

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

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

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

III. NONDISCRIMINATION - GENERAL CIVIL RIGHTS PROVISIONS

The Contractor, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Contractor or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.
IV. NONDISCRIMINATION - 49 CFR PART 26

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

ALL CONSULTANTS/CONTRACTOR AGREEMENTS:

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, and the Consultant/contractor 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 sublessees, employees, invitees and guests 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 sublessees, 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 attorneys 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 Badges. The consultant/contractor shall be responsible for requesting the Aviation Department to issue identification badges ("SIDA Badges") 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 SIDA Badges and the immediate return of the SIDA Badges 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 a SIDA Badge 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 SIDA or security awareness 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 SIDA Badges 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 SIDA Badges, which data may include the fingerprinting of employee applicants for such badges.

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

The bidder/offeree/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.

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

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

**AGREEMENTS FOR CONSTRUCTION**

1. **CONSTRUCTION MANAGEMENT PLAN**

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

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

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

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

Contractors and subconsultants/subcontractors agree:

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

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subconsultant/subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

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

1. **Authority** - Section 112.061, Florida Statutes. The allowable rates set forth below shall be subject to change in accordance with any change in the rate applicable to vendors and consultants, as may be established from time to time by Section 112.061, F.S., as it may be amended from time to time. The Contract Administrator shall give the Consultant written notice of any such change.

2. **Mileage** - 44.5 cents per mile, but total cannot exceed normal coach airfare unless one of the following applies:
   
a. Destination has no scheduled airline service.
   
b. When freight requires use of auto.
   
c. When number of persons traveling would result in greater economy.

3. **Common Carrier** - Actual cost of most economical airfare available given the following:
   
a. All travel shall be by a usually traveled route but may include stopovers.
   
b. Since significant savings can be achieved through the use of "Super Saver" airfares, all non-emergency travel should be scheduled with the "Super Saver" airfare if available on a reasonable flight scheduled.

   A copy of ticket and boarding passes must be attached to request for reimbursement.

4. **Lodging** - Actual expense at single occupancy rate. If two or more persons share a room, no more than the actual amount paid may be claimed in the aggregate. Receipt must be attached to request for reimbursement. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn. Meals, personal telephone calls, or other expenses charged to your room must be deducted.

5. **Meals** - Paid at the following flat rates:
   
a. **Breakfast**—$6.00 Must be in travel status before 6:00 a.m. and extending beyond 8:00 a.m.
b. **Lunch**--$11.00  Must be in travel status before noon and extending beyond 2:00 p.m.

c. **Dinner**--$19.00  Must be in travel status before 6:00 p.m. and extending beyond 8:00 p.m.

6. **Limousines/Taxi** - Actual costs will be reimbursed. Attach all receipts.

7. **Parking/Tolls** - Actual costs will be reimbursed. Attach all receipts.

8. **Auto Rental** - Reimbursed if it represents most economical means. Paid invoice must be attached. (Loss Deductible Waiver is not a reimbursable expense.)

   If rental car is necessary to perform work and the same is authorized by the Contract Administrator, Consultant shall demonstrate selection of most economical rental car company.

9. **Other** - Any necessary and reasonable costs connected with the travel. Explain and attach any and all receipts.

10. **Sales and Use Taxes** - Sales and use taxes are reimbursable.

11. **Tips** - Tips are not reimbursable.

12. **Costs Not Allowable**

   a. Flight insurance. NOTE: Most personal credit cards provide flight insurance at no additional cost if the airline ticket is charged.
   
   b. Alcoholic beverages.
   
   c. Entertainment expenses for yourself or others.
   
   d. Personal telephone calls.
   
   e. Any uneconomical or unnecessary expenses.
   
   f. Meals during trips in the tri-county area, unless involving an overnight stay.
   
   g. Laundry.
   
   h. Change in ticket if not caused by County action.
   
   i. Meals for personnel in tri-county area of Miami-Dade, Broward and Palm Beach Counties.
   
   j. Meals for multiple persons.
   
   k. Meals shall be based on the standard County "per diem" rate if Consultant is working for a full day; otherwise, meals are reimbursed on a "per meal" basis at the rates described herein.
ATTACHMENT IV
OVERHEAD COSTS FOR
ARCHITECTURAL, ENGINEERING, AND PLANNING CONSULTANT
SERVICES FOR AIRPORT PROJECTS

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

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

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

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

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

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

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

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

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

PRODUCER: Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 900-9900

INSURED: HDR ENGINEERING, INC.
ATTN: Louis J. Fackman
8406 INDIAN HILLS DRIVE
OMAHA, NE 68114-4049

INSURERS AFFORDING COVERAGE

INSURER A: Zurich American Insurance Company
14535
INSURER B: American Guaranty and Liability Insurance Company
20207
INSURER C: New Hampshire Insurance Company
23941
INSURER D: The Insurance Company of the State of Pennsylvania
19429

COVERAGES: HDRINO1 SA

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TABLE 1

<table>
<thead>
<tr>
<th>RISK NAME</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CILC03504583</td>
<td>6/1/2008</td>
<td>6/1/2009</td>
<td>EACH OCCURRENCE:</td>
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<td>DAMAGE TO PROPERTY (IN PERSON)</td>
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<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>GENERAL AGRGEGATE</td>
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<td>PRODUCTS - COMPROP ADD</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>BP3504584</td>
<td>6/1/2008</td>
<td>6/1/2009</td>
<td>combined single limit (For accident)</td>
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<td>BODILY INJURY (Per person)</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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<td>GARAGE LIABILITY</td>
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<td>6/1/2009</td>
<td>AUTO ONLY - EA ACCIDENT</td>
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<td>PROPERTY DAMAGE</td>
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<td>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>3621195 (ACS)</td>
<td>6/1/2008</td>
<td>7/1/2009</td>
<td>LLEG EACH ACCIDENT</td>
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<td>C.L. DISEASE - EA EMPLOYEE</td>
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<td>C.L. DISEASE - POLICY LIMIT</td>
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<td>PROF. LIABILITY</td>
<td>3621196 (CA)</td>
<td>6/1/2008</td>
<td>7/1/2009</td>
<td>PER OCCURRENCE</td>
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<td>DOCUMENTED BODILY INJURY</td>
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<td>MEDICAL EXCHANGE</td>
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<td>COMBINED SINGLE LIMIT (For accident)</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS AMENDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: GENERAL CONSULTANT SERVICES FOR FT. LAUDERDALE INTERNATIONAL AIRPORT. BROWARD COUNTY AND THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS ARE NAMED AS ADDITIONAL INSURED ON GENERAL AND AUTOMOBILE LIABILITY AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE APPLICABLE BY LAW. PROFESSIONAL LIABILITY POLICY INCLUDES A $100,000 DEDUCTIBLE.

CERTIFICATE HOLDER

BROWARD COUNTY AND THE BOARD OF COUNTY COMMISSIONERS
ATTN: CONTRACT ADMINISTRATOR
115 SOUTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33301


ACORD (2011/08) For questions regarding this certificate, contact the number listed in the producers domain above and specify the certificate number. ©ACORD CORPORATION 1998

ACORD 25 (2011/08)
This endorsement modifies the insurance provided under the:

Commercial General Liability Coverage Part

A. Section II - WHO IS AN INSURED is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Section I - Coverage B, PERSONAL AND ADVERTISING INJURY LIABILITY, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on behalf; and resulting directly from:
   a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
   b. "Your work" completed as included in the "products-completed operations hazard ", performed for the additional insured, which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of paragraphs A. and B. above:

1. We will not extend any insurance coverage to the additional insured person or organization:
   a. That is not provided to you in this policy; or
   b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to the additional insured person or organization that exceed the lower of:
   a. The Limits of insurance provided to you in this policy; or
   b. The Limits of insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

Miscellaneous Attachment : M5509
Certificate ID : 10482096
1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim:

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a named insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the Coverage provided for this endorsement:

1. The following paragraph is added to Paragraph 4.a of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In the event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a named insured.

2. The following paragraph is added to Paragraph 4.b of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a named insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy be an endorsement showing the additional insured in a schedule of additional insured's, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.
This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 6/1/08

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.