Information

Requested Action

MOTION TO APPROVE Sixth Amended and Restated Agreement to the deliberately phased Agreement between Broward County and Pierce Goodwin Alexander and Linville, Inc., and Zyscovich, Inc., a joint venture, to incorporate the existing Scope of Services not yet performed or completed from Amendments 4 and 5, and add the new Scope of Services to include the design and construction phase services for the Eastern Expansion of Terminal 4 at the Fort Lauderdale-Hollywood International Airport, for an increase in Basic Services in the amount of $9,303,758, for an increase in Reimbursables in the amount of $792,000 and for an increase in Optional Services in the amount of $1,215,000, for a total estimated not to exceed amount of $11,310,758, increasing the total Agreement amount from $20,809,320 to $32,120,078 and increasing time by 1,802 non-consecutive days for a revised time of 6,602 non-consecutive days; and authorize the Mayor and Clerk to execute same.

(Transferred to the Consent Agenda.)

ACTION: (T-10:15 AM) Approved.

VOTE: 9-0.

Why Action is Necessary

In accordance with the Broward County Procurement Code, Section 21.94.a, amendments to contracts exceeding the award authority of the Director of Purchasing must be approved by the Broward County Board of County Commissioners (Board).

What Action Accomplishes

Incorporates the existing scope of services not yet performed or completed from Amendments 4 and 5, reconciles the total contract amount, adds the new scope of services to include the design and construction phase services of the Eastern Expansion of Terminal 4 at the Fort Lauderdale-Hollywood International Airport (FLL) and extends the time of the deliberately phased Agreement with Pierce Goodwin Alexander and Linville, Inc., and Zyscovich, Inc., a joint venture, (PGALZ) by an additional 1,802 non-consecutive days.

Is this Action Goal Related

Established Commission Goal

Previous Action Taken

None.

Summary Explanation/ Background
THE AVIATION DEPARTMENT RECOMMENDS APPROVAL OF THE ABOVE MOTION.

The proposed Sixth Amended and Restated Agreement (Sixth Amendment) incorporates the existing scope of services not yet performed or completed from Amendments 4 and 5, reconciles the total contract amount, adds the new scope of services to include the design and construction phase services of the Eastern Expansion of Terminal 4 at FLL and extends the time of the deliberately phased Agreement with PGALZ by an additional 1,802 non-consecutive days.

The Office of Economic and Small Business Development (OESBD) established a 25% Minority and Women Business Enterprise (M/WBE) goal for this Agreement. PGALZ committed to 25% participation. To date, PGALZ has been paid $16,068,297, and has paid M/WBE sub-contractors $4,402,004, or 27.4% participation. Due to the suspension of the M/WBE program, the M/WBE participation goal is no longer applicable. PGALZ has committed to a 17.2% County Business Enterprise (CBE) participation for Amendment No. 6 (Exhibit 3).

On July 1, 2003 (Item No. 15), the Board approved the Agreement between Broward County and PGALZ, and ADP International Engineering, Inc., a joint venture for Consultant Services for the Redesign of Terminal 4 at FLL, Request for Letters of Interest (RLI) No. 20020201-0-AV-02, for Basic Services in the amount of $6,489,470, Reimbursables in the amount of $552,000 and Optional Services in the amount of $950,802 for a total Agreement amount of $7,992,272 and for a time period of 780 non-consecutive days.

On October 12, 2004 (Item No. 36), the Board approved the First Amendment to the Agreement; decreasing Basic Services in the amount of ($673,812) and Reimbursables in the amount of ($200,389); and increasing Optional Services in the amount of $874,171. While the intent of the First Amendment was to have a zero net difference in the contract amount, there was an error in the Optional Services amount, which decreased the total Agreement $30, from $7,992,272 to $7,992,242. The First Amendment increased the Agreement time period from 780 non-consecutive days to 1,560 non-consecutive days.

On February 26, 2008 (Item No. 66), the Board approved the Second Amendment to the Agreement; increasing Basic Services in the amount of $895,000, with no increase to Reimbursables and Optional Services, for a total agreement amount of $8,887,242. The Second Amendment increased the Agreement time period from 1,560 non-consecutive days to 2,150 non-consecutive days.

On June 23, 2009 (Item No. 71), the Board approved the Third Amendment to the Agreement; increasing Basic Services in the amount $506,000, with no increase to Reimbursables and increasing Optional Services in the amount $56,000, for a total Agreement amount of $9,449,242. The Third Amendment increased the Agreement time period from 2,150 non-consecutive days to 2,427 non-consecutive days.

On January 12, 2010 (Item No. 17), the Board approved the Fourth Amendment to the Agreement; increasing Basic Services in the amount of $7,800,000, Reimbursables in the amount of $695,000, Optional Services in the amount of $480,000 and adding Contingencies in the amount of $400,000, for a total Agreement amount of $18,824,242. The Fourth Amendment increased the Agreement time period from 2,427 non-consecutive days to 3,659 non-consecutive days.

On May 24, 2011 (Item No. 49), the Board approved the Fifth Amendment to the Agreement, increasing Basic Services in the amount of $1,551,837, Reimbursables in the amount of $75,000 and Optional Services in the amount of $900,000, for a total Agreement amount of $21,351,079. The Fifth Amendment increased the Agreement time period from 1,141 non-consecutive days, revising the total non-consecutive days from 3,659 to 4,800 non-consecutive days.

The proposed Sixth Amendment reconciles the total contract amount to reflect maximum compensation payable to PGALZ for work from the award of the original contract through the Fifth Amendment. The reconciliation of the total contract amount entails a reduction of ($221,759) for Reimbursables and
Optional Services not used from the original contract award through the Third Amendment, the elimination of ($400,000) for contingency funds awarded as part of the Fourth Amendment and an increase of $80,000 in Optional Services as part of the Fifth Amendment. After reconciliation and pursuant to Article 5 in the Sixth Amendment, the total contract amount through the Fifth Amendment is $20,809,320. Exhibit 5 provides information regarding the financial reconciliation for this Agreement.

This proposed Sixth Amendment also incorporates the existing scope of services for work not yet performed or completed from the Fourth and Fifth Amendments, and adds the new scope of services to include the design and construction phase services for the Eastern Expansion of Terminal 4 at FLL, providing the connection to the Western terminal expansion to complete the Concourse G 14-gate facility.

This proposed Amendment No. 6 includes an increase in Basic Services in the amount of $9,303,758, an increase in Reimbursables in the amount of $792,000 and an increase in Optional Services in the amount of $1,215,000. The total estimated not to exceed amount is $11,310,758, increasing the total Agreement amount from $20,809,320 to $32,120,078, and increasing time by 1,802 non-consecutive days for a revised time of 6,602 non-consecutive days. The additional time extension allows for construction administration services required for work performed out of sequence, and adds new scope to include the design and construction phase services for the Eastern Expansion of Terminal 4. Exhibit 4 provides additional information regarding the history of this Agreement and the scope of services for the Sixth Amendment.

Nine (9) Sunshine meetings were held on July 25, 2012, August 2, 2012, August 6, 2012, August 9, 2012, September 12, 2012, October 16, 2012, October 22, 2012, October 23, 2012, and November 8, 2012 to negotiate this proposed Amendment No. 6. These meetings were attended by the Broward County Aviation Department, the Office of the County Auditor, PGALZ representatives, and DMJM Aviation, Inc. representatives.

The amounts referenced in this agenda have been rounded to the nearest whole dollar. Vendor payments will be based on the maximum amount payable under this Agreement. The Agreement Summary Sheet reflects the actual amount of the award.

Fiscal Impact

Fiscal Impact/Cost Summary:
This project is budgeted in the Aviation Department’s Runway 9R/27L Extension and Enabling Projects Fund (4400), in the total amount of $11,310,758.00 within chargepoint 4400 400 1407 and is funded in entirety by Airport System Revenue Bonds.

Revenue Budget
4400-400-1407-8407 $11,310,758
Total $11,310,758

Expense Budget
4400-400-1407-6510 $11,310,758
Total $11,310,758

RQS AVC0306130000069 Folder No. 1122909

Attachments

Exhibit 1 - Agreement Summary
Exhibit 2 - Sixth Amended and Restated Agreement
Exhibit 3 - OESBD Memorandum, dated February 27, 2013
Exhibit 4 - Agreement History
Exhibit 5 - Agreement Financial History
**BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA**

**AGREEMENT SUMMARY**

**EXHIBIT 1**

**NAME OF OTHER CONTRACTING PARTY**

**PIERCE GOODWIN ALEXANDER AND LINVILLE, INC. AND ZYSCOVICH, INC., A JOINT VENTURE (PGALZ)**

**PROPOSED ACTION**

- [ ] NEW ITEM
- [X] AMENDMENT, NUMBER 6
- [ ] RENEWAL
- [ ] EXTENSION

**DOCUMENT TYPE**

Consultant Services

**PURPOSE**

Provides for new Scope of Services to include the design and construction phase services of the Eastern Expansion of Terminal 4 at the Fort Lauderdale-Hollywood International Airport.

**SPECIAL PROVISIONS** *(select if applicable)*

- [ ] LIVING WAGE PROGRAM
- [ ] SBE SHELTERED MARKET PROGRAM
- [ ] FEDERAL DBE/ACDBE PROGRAM
- [ ] CDBE PROGRAM
- [X] CBE PROGRAM
- [ ] M/WBE PROGRAM

**REQUIRES IN-KIND MATCH:** $ OR %

**REQUIRES CASH MATCH:** $ OR %

**EFFECTIVE DATES** *(new agreements only)*

**START:**

**END:**

- [ ] NO CHANGE
- [X] END DATE HAS CHANGED FROM 05/30/15 TO 03/31/18.

**TERM HAS FROM TO .**

**CONTRACT ADMINISTRATOR**

**NAME:** Steven Wiesner

**PHONE:** 954-359-1026

**CONTRACT TYPE**

- [ ] COST REIMBURSEMENT
- [ ] OPEN-END
- [ ] FIRM FIXED PRICE
- [ ] TIME AND MATERIALS
- [X] PERFORMANCE BASED
- [ ] OTHER

**MAXNTE**

**CONTRACT VALUE** *(new contracts)*

- [ ] ACTUAL
- [ ] ESTIMATED

Base amount

Reimbursables

Optional Services

**Total contract value**

**PAYMENT METHOD**

- [ ] LUMP SUM PAYMENT
- [ ] MILESTONE / PROGRESS BASED
- [ ] SCHEDULED OR TIME-BASED
- [X] OTHER

**TIME AND REIMBURSABLES**

**PAYMENT TERMS**

Payments will be made monthly upon approval of properly prepared payment applications, consistent with the terms of the Sixth Amendment and the schedule of values.

**AMOUNT**

**PAYMENT**

- [ ] FIXED PERCENTAGE %
- [ ] ACTUAL COST

**COST ADJUSTMENT**

- [X] NOT APPLICABLE
- [ ] CPI OR OTHER INDEX

**FIXED COST** $

**OTHER**

**EQUITY PROGRAM PARTICIPATION SUMMARY**

Total County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: 25%

Total contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: 25%

M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: 27.40%

**RENEWAL OR EXTENSION TERMS**

**CONTRACT TIME MAY BE EXTENDED, PER ARTICLE 4.5 OF THE AGREEMENT, FOR DELAYS OUTSIDE THE CONTROL OF THE CONSULTANT.**

**TERMINATION AND CANCELLATION PROVISIONS**

- [ ] FOR CAUSE: BY EITHER PARTY UPON FIVE (5) CALENDAR DAYS WRITTEN NOTICE.
- [ ] FOR CONVENIENCE: BY ACTION OF THE BOARD UPON NOT LESS THAN FOURTEEN (14) CALENDAR DAYS WRITTEN NOTICE.

**DELIVERABLES, MILESTONES OR SCOPE OF THIS ACTION**

Design Development and Construction Documents.

**LIST TERMS, CONSIDERATIONS OR DEVIATIONS FROM STANDARD COUNTY FORM.**

None.
SIXTH AMENDED AND RESTATED

AGREEMENT

between BROWARD

COUNTY and


for

CONSULTANT SERVICES FOR

Redesign of Terminal 4

AT THE

FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (FLL)

IN BROWARD COUNTY, FLORIDA

RLI # 20020201-0-AV-02
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**Consultant Services for Redesign of Terminal 4 at the Fort Lauderdale – Hollywood Airport (FLL) Pierce Goodwin Alexander and Linville, Inc. and Zyscovich, Inc., a joint venture**

**Amendment 6**

January 30\(^{th}\), 2013
10.19 CERTAIN ADDITIONAL PROVISIONS PERTAINING TO AIRPORT PROJECTS
10.20 INDEPENDENT CONTRACTOR; THIRD PARTY BENEFICIARIES; NO JOINT RELATIONSHIP
10.21 INCORPORATION BY REFERENCE
10.22 REPRESENTATION OF AUTHORITY
10.23 COMPLIANCE WITH LAWS
10.24 AGREEMENT SEVERABLE; WAIVER OF BREACH AND MATERIALITY
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10.26 PRIORITY OF PROVISIONS; ORDER OF PRECEDENCE
10.27 NO INTEREST
10.28 JURISDICTION, APPLICABLE LAW, VENUE, WAIVER OF JURY TRIAL
10.29 RE-USE OF PROJECT, END PRODUCT, OR DELIVERABLES
10.30 MULTIPLE ORIGINALS
10.31 E-VERIFY REQUIREMENTS
EXECUTION.
EXHIBIT A-1 SCOPE OF WORK for T4 West
EXHIBIT A-2 - SCOPE OF WORK for T4 East
EXHIBIT B - SALARY COSTS
EXHIBIT B-1 - KEY STAFFING PLAN
EXHIBIT C - SCHEDULE OF SUBCONSULTANT TEAM
EXHIBIT C-1: SCHEDULE OF CBE PARTICIPATION and LOIs
EXHIBIT C-2 - CERTIFICATION OF PAYMENTS TO SUBCONSCONSULTANTS AND SUPPLIERS
EXHIBIT C-3 - CBE UTILIZATION REPORT
EXHIBIT C-4 - FINAL CBE UTILIZATION REPORT
EXHIBIT C-5 - NON - CBE/MWBE MONTHLY UTILIZATION REPORT
EXHIBIT D - REIMBURSABLE
EXHIBIT E - WORK AUTHORIZATION UNDERCONTRACT ADMINISTRATOR AUTHORITY
6th AMENDED AND RESTATED
AGREEMENT between
BROWARD COUNTY

and

Pierce Goodwin Alexander and Linville, Inc., Zyscovich, Inc.

for

CONSULTANT SERVICES FOR

Redesign of Terminal 4
AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (FLL)
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


WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and Consultant agree as follows:

Whereas Pierce Goodwin Alexander and Linville, Inc., Zyscovich, Inc. entered into RLI No. 20020201-0-AV-02 on July 1, 2003 to prepare Architectural documents for the Redesign of Terminal 4 at Fort Lauderdale-Hollywood International Airport; and
Whereas the COUNTY and Consultant entered into five amendments, modifying the scope, schedule and team as follows: Amendment 1, October 12, 2004; Amendment 2, February 26, 2008; Amendment 3, June 23, 2009; Amendment 4, January 12, 2010; and Amendment 5, May 27, 2011; and

Whereas this Sixth Amended and Restated Agreement will incorporate the existing Scope of Services not yet performed or completed from Amendments 4 and 5 as Exhibit A-1 and will also add the new Scope of Services to include the design and construction phase services of the Eastern Expansion of Terminal 4 as Exhibit A-2;

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

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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 or 6th Amended and Restated Agreement: This document, Articles 1 through 10, inclusive as well as the exhibits and documents that are expressly incorporated by reference.

1.2 Airport: The Fort Lauderdale-Hollywood International Airport, Broward County, Florida, as described in the Master Plan Update dated September 23, 2010, including such additional property that may be subsequently acquired.

1.3 Aviation Department or BCAD: The Broward County Aviation Department, or any successor agency.

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

1.5 Construction Contract Documents: Includes but is not limited to, the construction drawings (plans), technical specifications, information and instructions to bidders, general conditions and provisions, special conditions and provisions, applicable forms and addenda. Upon award of the project to the successful bidder, these said documents, including changes issued by addenda physically incorporated by Consultant into the construction drawings and technical specifications, completed copies of the required forms and bonds will be issued as the conformed Construction (Contract) Documents.

1.6 Construction Project Manager (CPM): A firm, joint venture, or other entity selected by the County to perform construction management professional services as defined by the County.

1.7 Consultant: Pierce Goodwin Alexander and Linville, Inc., Zyscovich, Inc. (PZ), a joint venture, providing professional design services in this agreement. When this term is used in this agreement, it includes all Subconsultants, unless otherwise stated in the agreement.
1.8 **Contract Administrator (CA):** The Director of the Broward County Aviation Department, or 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. Instructions or determinations made by the Contract Administrator may not change the Scope of Services.

1.9 **Contractor(s):** The person(s), firm(s), corporation(s) or other entity(ies) who enter into agreements with COUNTY to perform construction work for the Project.

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

1.11 **County Administrator:** The administrative head of the County pursuant to the Broward County Charter.

1.12 **County Attorney:** The chief legal counsel for.

1.13 **County Business Enterprise (CBE):** An entity certified as a CBE by the County as provided in the Broward County Business Opportunity Act of 2012.

1.14 **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.

1.15 **Master Plan Update:** 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.

1.16 **Maximum Amount Not-To-Exceed (MNTE):** 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.

1.17 **Notice to Proceed (NTP):** A written NTP, authorizing the Consultant to commence work under this Agreement, or to proceed with a subsequent phase or task of work under this Agreement. The written NTP that authorizes the Consultant to commence work under this Agreement shall be issued by the Contract Administrator. The written Notice(s) to Proceed for subsequent phases or tasks of the Project shall be issued by the Contract Administrator.
1.18 Program Manager (PMO): The Program Manager (PMO) is the person or entity, as designated in writing by the Contract Administrator. The PMO is the COUNTY's representative to the Consultant with respect to the Project.

1.19 Project: The Project consists of the services described in Article 3, and in Exhibits A-1 and A-2 of this Agreement, applicable exhibits to this Agreement.

1.20 Scope of Services: The work and services described in Article 3, and on Exhibit A-1, Scope of Work T4 West and A-2, Scope of Work T4 East, and other applicable exhibits hereto, or in a Work Authorization, as applicable.

1.21 Subconsultant: A firm, partnership, corporation or combination thereof having a direct contract with Consultant for all or any portion of the Scope of Services, but not those who merely furnish equipment or materials required by the plans and specifications.

1.22 Work Authorization: A written order approved by BCAD directing Consultant to perform services and detailing the terms of payment and scope of work and time for performance in accordance with Section 3.9.

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ARTICLE 2 - PREAMBLE

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 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 NTP 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 members of County staff, and this Agreement incorporates the results of such negotiations.

2.4 The Consultant shall perform the work with a standard of care as required for large hub airport terminal renovation design.

2.5 If desired by the COUNTY, this agreement may be amended at a later date to include the final design of Terminal 4 The COUNTY may procure services for subsequent or additional phases or tasks, including but not limited to the phases or tasks for the final design of Terminal 4 from another vendor or Consultant or the COUNTY may negotiate with the Consultant for additional scopes of services, compensation, time of performance and other related matters for subsequent or additional phases or tasks of the Project, including but not limited to the phases or tasks for the final design of Terminal 4.

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ARTICLE 3 - SCOPE OF SERVICES

3.1 Consultant's services shall consist of the phases and tasks set forth in Exhibit A-1 and A-2, attached hereto and made a part hereof, and shall include civil, structural, mechanical and electrical engineering, architectural, sustainable design concepts for COUNTY consideration and other design related services, including LEED standards as further outlined in 3.1.1 below, as applicable for the Project. Consultant shall provide all services, 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 as appropriate. Consultant acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. The Contract Administrator has authority, as expressly set forth in the Broward County Procurement Code (Chapter 21, Broward County Administrative Code) and this Agreement to approve changes to authorized work. Consultant shall communicate and coordinate with COUNTY staff, other COUNTY Consultants, and other stakeholders, and Consultant shall give due consideration to such input, as appropriate. The Scope of Services may also include Optional Services identified in Exhibit F.

3.1.1 A Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) green building-rating system. Consultant shall be the LEED Administrator for the project and will perform the services set forth in Exhibit A-1 and A-2, attached hereto and made a part hereof.

COUNTY understands that designing, constructing or renovating buildings in an environmentally responsible manner requires a great deal of planning and innovation. LEED certification will require input and effort from COUNTY and Consultant as well as other Consultants, contractors and other parties associated with the Project that are not parties to this Agreement.

COUNTY understands that the Project will be subject to the LEED-certification processes and procedures as determined by the USGBC. These procedures are outside the control of Consultant, may not be uniformly implemented and may be subject to change at any time.
Consultant cannot guarantee LEED certification or the actual performance of the building based on Consultant's design drawings, specifications, or resource use or consumption modeling for the Project, nor can it guarantee certain performance levels anticipated through the LEED-certification process.

Notwithstanding the preceding paragraphs, Consultant shall remain responsible for submitting complete and thorough documents and materials to the USGBC in a timely manner. While the LEED certification of the Project cannot be guaranteed, the Consultant shall carry out all of the responsibilities as the designer of a LEED project for the COUNTY and will continue throughout the LEED certification process including commissioning for LEED purposes.

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 or the Work Authorization. If, during the course of the performance of the services included in this Agreement, Consultant determines that work task should be performed to complete the Project or work task under any Work Authorization which is outside the originally identified work task, whether or not the Scope of Services or Work Authorization identifies the work tasks, Consultant shall notify CA in writing in a timely manner before proceeding with the work task. If Consultant proceeds with said work task without notifying CA, said work task shall be deemed to be within the original Scope of Services or Work Authorization, whether or not specifically addressed in the Scope of Services or Work Authorization. Notice to CA does not constitute authorization or approval by COUNTY to perform the work task. Performance of work by Consultant outside the originally identified work task without prior written COUNTY approval is at Consultant's sole risk. The Scope of Services and deliverables for each of the work tasks or phases for the Project are detailed in Exhibit A-1 and A-2. The Consultant must perform all required quality assurance testing for each work task of the Project in accordance with the Scope of Services.

3.3 COUNTY and Consultant acknowledge that Exhibit A-1 and A-2 are for services related to the Project. The COUNTY may elect to negotiate for additional services needed for the Project that are beyond those described in Exhibit A-1 or A-2. COUNTY may procure said additional services from another vendor or Consultant or COUNTY may negotiate with Consultant for additional scopes of services, compensation, time of performance and other related matters at COUNTY's sole option. COUNTY shall have the right at any time to immediately terminate any negotiations with Consultant for additional services at no cost to COUNTY and procure services from another source. Nothing in these provisions or this Agreement shall in any way be deemed to obligate COUNTY to procure additional services from Consultant. In addition, COUNTY shall
have the right, at its sole and exclusive discretion to terminate or to suspend any work on any one or more tasks or phases of service described in Exhibit A-1 or A-2, or in this Agreement, from this Agreement, and to procure services from another source. In such event: (i) Consultant shall be paid for services performed through the date of termination or suspension, subject to other applicable provisions hereof; and (ii) any phases or tasks not terminated or suspended 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 County that it and its Subconsultants are knowledgeable as to any and all codes, rules and regulations applicable to the Project and the funding sources for the Project and any Optional Services, including without limitation, County and local ordinances and codes, Florida laws, rules, codes, regulations and grant requirements, and Federal laws, rules, regulations, advisory circulars and grant requirements, 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, Consultant and its Subconsultants shall comply with all such laws, codes, rules, regulations, advisory circulars and requirements in effect at the time of submission to building authorities, and shall further take into account in the performance of its services hereunder, all known or publicly announced pending changes to the foregoing. Notwithstanding the foregoing, design changes made necessary by newly enacted laws, codes and regulations after submission of the Construction Documents to the appropriate government agencies may entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the provisions of this Agreement. Consultant and its Subconsultants shall provide any and all certifications to 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. 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 properly licensed pursuant to all applicable laws, rules and regulations to perform the scope of services and will hold all necessary licenses and registrations for the duration of this Sixth Amended and Restated Agreement.
3.6 **Knowledge and Skills:** Consultant represents that it and its Subconsultants have the knowledge and skills, either by training, experience, education, or a combination thereof, to completely and competently perform the duties, obligations, and services to be provided pursuant to this Agreement and to provide and perform such services in accordance with the standard of care set forth in Section 2.5 for the agreed compensation.

3.6.1 The quality of Consultant's and its Subconsultants's performance and all interim and final deliverable(s) provided to or on behalf of County shall be consistent with the standard of care provided in Section 2.5.

3.6.2 Nothing in this Agreement shall relieve 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, CA may require 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 County subject to Consultant's independent review. Consultant shall have the right to rely upon the accuracy and completeness of information provided by the County unless otherwise instructed by the County. 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 County or to any other party.

3.8 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 County, any or all parts of the work performed by Consultant and Consultant shall cooperate fully in such review.

3.9 **Work Authorizations** – Consultant may, at Contract Administrator's discretion, be authorized to perform Optional Services as delineated in Exhibit F, Optional Services, up to the maximum fee amount established for optional services under Article 5. Any optional services to be performed by Consultant pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization," in accordance with this article, optional services, will be either Maximum Not to Exceed or Lump Sum amounts.
3.9.1 Before any service is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with a written detailed proposal, listing labor costs, reimbursable costs, and Subconsultant fees, 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 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.

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, deliverables required, a reference to this Agreement pursuant to which the work to be undertaken is authorized, the time to perform the work, 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-1 and A-2.

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 deliverables 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.

3.10 Review Codes for Submittals

The Consultant will review the Submittal Package and indicate one of the following appropriate actions for each item requiring review:

• Code A : No Exceptions Taken
  The mark No Exceptions Taken indicates final action and that no changes need to be made to the submittal. The Contractor may proceed with the work for that submittal. Re-submittal is not required.

• Code B : Exceptions as Notes
  The mark Exceptions as Noted indicates that the Submittal is accepted subject to corrections, comments, or both as noted. The Contractor may proceed with the work for that Submittal provided the Contractor incorporates the reviewer's corrections, comments, or both in the work. Re-submittal is not required.

• Code C : Revise and Resubmit
  The mark Revise and Resubmit indicates the Submittal was reviewed and does not meet all the requirements necessary to proceed with the work associated with the submittal. The Contractor must resubmit in accordance with the reviewer's corrections, comments, or both, regarding the Submittal. Submittals marked in this manner must not be released by the contractor for fabrication, delivery, or construction.

• Code D : Rejected
  The mark Rejected indicates that the Submittal does not meet requirements set forth in the Contract Documents. The Contractor must resubmit this work in accordance with the
Contract requirements and any corrections, or both made regarding the Submittal by the reviewer.

- **Code E**: No Action Taken
  The mark No Action Taken indicates that the Contractor has met the contractual requirement for providing drawings and calculations for equipment, false-work, shoring, bracing, and other temporary structures or temporary services required for the work, designed, signed, and sealed by a Florida licensed engineer employed by that Contractor. The Contractor and the licensed engineer employed by that Contractor will be solely responsible for, including but not limited to, the proper implementation, execution, installation, operation, and construction procedure or methods covered by this Submittal.

- **Code F**: Void
  The mark Void indicates that the material covered under this submittal is no longer required for this project. All reviews shall be stamped and signed by a State of Florida licensed professional Engineer or Architect. No alternative language on a stamp shall be accepted by BCAD.

All reviews shall be stamped and signed by a State of Florida licensed professional Engineer or Architect. No alternative language on a stamp shall be accepted by BCAD.

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ARTICLE 4 - TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;

4.1 Consultant shall perform the services described in Exhibits A-1 and A-2 or any Work Authorization within the time periods specified in the project schedule included in Exhibits A-1 or A-2, or in a Work Authorization. Such time periods shall commence from the date of the Notice to Proceed for such services. If this Agreement or any 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. All 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 is of the Essence. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by any work authorized by this agreement.

4.3 Prior to the commencement of any services under this Agreement, 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 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 schedules of, one or more phases or tasks of other projects. Accordingly, the Consultant acknowledges and agrees that the Contract Administrator may refuse to issue a Notice to Proceed for any phase or task of the Project or under a Work Authorization described by this Agreement, if such is deemed necessary in the coordination of other projects or in the implementation and scheduling of any other project.

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, and 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 that portion of Contractor's claim to the extent caused by 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 "Design Criteria Professional" 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 The Consultant acknowledges the importance of the County's project schedule and agrees to put forth best efforts in performing the services under this Agreement. This provision shall not affect the rights and obligations of either party as set forth in Section 10.10, INDEMNIFICATION OF COUNTY.
ARTICLE 5 - COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

Deliverables List and Staff-Hour Calculation

Based upon the Scope of Services described in Exhibit A-1 - Scope of Work for T4 West and A-2, Scope of Work for T4 East, the Consultant has provided Lump Sum or Maximum Amounts Not-To-Exceed to complete all of the services. The Lump Sum amounts and Maximum Amounts Not-To-Exceed set forth in the schedules of values attached, 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.

(a) County agreed to pay Consultant as compensation for performance of all basic services inclusive of the original contract amount and amendments one (1) through three (3), $7,198,694.00, and to pay Consultant for reimbursable expenses, up to a maximum Not-To-Exceed amount of $261,407.55, and to pay Consultant compensation for performance of all optional services a maximum of $1,767,381.22 as authorized by Work Authorization(s). The total compensation agreed maximum Not-To-Exceed paid to the Consultant for the original agreement up through amendment three (3) is $9,227,482.77.

(b) County agreed to pay Consultant as compensation for performance of all basic services inclusive of amendments four (4) and five (5), a lump sum amount of $9,351,837.00, and to pay Consultant for reimbursable expenses, up to a maximum Not-To-Exceed amount of $850,000.00, and to pay Consultant compensation for performance of all optional services a maximum of $1,380,000.00 as authorized by Work Authorization(s). The total compensation agreed maximum Not-To-Exceed paid to the Consultant for amendments four (4) and five (5) is $11,581,837.00.

(c) County agreed to pay Consultant as compensation for performance of all basic services inclusive of amendment six (6), a lump sum amount of $9,303,758.00, and to pay Consultant for reimbursable expenses, as set forth in Section 5.3, up to a maximum Not-To-Exceed amount of $792,000.00, and to pay Consultant compensation for performance of all optional services a maximum of $1,215,000.00 as authorized by Work Authorization(s). The total compensation agreed maximum Not-To-Exceed paid to the Consultant for amendment six (6) is $11,310,758.00.
(d) County Agreed to pay Consultant as compensation for performance of all basic services, reimbursable expenses, and optional services for the agreement as amended and restated shall not exceed $32,120,077.77.

5.1.2 Schedule of Values – Phase and Task

(a) All phased and tasked services including Work Authorizations provided by the Consultant pursuant to the terms of this Agreement shall be authorized by a Notice to Proceed. The Consultant acknowledges and agrees that the Contract Administrator shall be under no obligation to issue a Notice to Proceed for any phase or task. Fees and costs incurred pursuant to a Notice to Proceed for any phase and task shall not exceed the total "Maximum Amount Not-To-Exceed" or "Lump Sum" amounts for each phase and task.

(b) For compensation identified as Maximum Amount Not-To-Exceed, Consultant shall perform all services set forth for total compensation in the amount of, or less than, that stated above. The total maximum 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.

5.1.3 Optional Services

(a) The Optional Services identified in Exhibit F attached hereto and made a part hereof, are either Maximum Not-to-Exceed or Lump Sum amounts, as specified in applicable Work Authorization(s). Such services may be authorized by the Contract Administrator, in his or her sole discretion, subject to the maximum amounts set forth respecting each item and the maximum amount set forth in a Work Authorization. The Consultant's compensation under a Work Authorization for services shall not exceed the amount approved in the Work Authorization. If additional work is required over the amount set forth in the Work Authorization, any additional compensation must be reflected in an approved Work Authorization amendment. Work Authorizations shall be in format as shown in E Exhibits. If any of Optional Service categories set forth in Exhibit F are not needed, or if any portion of a category on Exhibit F is not necessary to complete the services, or if the services for any category are completed for less than the
maximum amount established for such item, the unused amount allocated to such category may be transferred to any other category contained within Exhibit F upon written approval by the Contract Administrator. Work Authorizations utilizing such transferred amounts shall be subject to the limitations and requirements set forth in this Agreement.

(b) All Work Authorizations must be issued in accordance with the provisions of this subsection. Any such work shall be subject to the approval of the Commission, Purchasing Director, or Contract Administrator, as appropriate pursuant to the terms of this subsection and Work Authorizations shall be in a format similar to the samples attached in Exhibit E.

1) Before any work is authorized as Optional Services the Consultant shall supply the Program Manager with a detailed estimate for all charges expected to be incurred for such work, the time to complete the deliverable(s) and a complete scope of services which estimate shall be reviewed by the Program Manager with the Contract Administrator and the Consultant and a final amount for Consultant's compensation shall be approved in the manner set forth in (2) and (3) below.

2) Work Authorization(s) under “Optional Services” which will cost the COUNTY less than Five Hundred Thousand Dollars ($500,000.00), shall be approved by the Contract Administrator.

3) Work Authorization(s) under “Optional Services” which will cost the COUNTY Five Hundred Thousand Dollars ($500,000.00) or more, shall be approved by the Board of County Commissioners.

(c) All Work Authorization(s) shall contain, at a minimum the following information and requirements:

1) A description of the work to be undertaken and the deliverables to be provided, a statement of the category on Exhibit F pursuant to which such work is being performed, a statement of the method of compensation (i.e. lump sum or maximum amount not-to-exceed), and, if payment is to be made upon completion of phases or tasks, identification of such stages of completion and the percentage payment applicable to each stage of completion.

2) A budget establishing the amount and method of compensation and reimbursable expenses to be paid upon the applicable method for calculating the fee.

3) A time established for completion of the work or services undertaken by Consultant or for the submission to COUNTY of documents, reports, or other information pursuant to this Agreement.
4) Any other additional instructions or provisions relating to the work authorized pursuant to these provisions.

5) Authorizations shall be dated, serially numbered and signed by the appropriate authorizing agent as required by the procurement code.

5.2 SALARY COSTS

5.2.1 The term Salary Costs as used in this Agreement for Consultant and its Subconsultants shall mean the maximum 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 I,II,III, 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 (home and field office) 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 one hundred fifty (150) 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. Consultant's home office multiplier (overhead, fringe benefits, and profit) shall never exceed 2.99, and the field office multiplier (overhead, fringe benefits, and profit) shall never exceed 2.5 for the life of this agreement.

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 Subconsultant are provisional, for use in hourly work only, 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 Subconsultant are to be computed in compliance with FAR standards, (iv) prior to issuance of any Notice to Proceed for Maximum Not-To-Exceed amounts, 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 for Maximum Not-To-Exceed amounts and (vi) significant changes in the staff classifications assigned from those proposed must be approved in writing by the Contract Administrator in advance.

5.2.3 Consultant certifies as of the date of this Agreement that all rates and multipliers set forth herein are the same rates and multipliers used to establish the Lump Sum amount, and are 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 may be subject to change annually beginning on the first anniversary of the execution date of this Sixth Amended and Restated Agreement and annually thereafter, upon written request by the Consultant and approval at the sole discretion of the CA. The CA may deny an increase if the COUNTY has not negotiated any payroll increases for County staff, or if the Vendor Evaluations reflect poor performance on the Agreement. The change in the cost of living shall be determined from the Miami – Ft. Lauderdale Average for Urban Wage Earners and Clerical Workers as published monthly by the Bureau of Labor Statistics. Any change in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI previous period shall mean for the same month of the prior year. Consultant shall provide any and all documentation including but not limited to the CPI table for the month of the year prior through the current month of the request, as well as Excel spreadsheet showing mathematically derived revised rates. In any event, the maximum fully burdened hourly rate for any position on Exhibit B shall not exceed $280.00/hour during the entire term of this Agreement.

5.2.5 Consultant shall bill all Lump Sum Subconsultant fees as percentage of work complete. Consultant shall bill Subconsultant fees for hourly work using the employee categories for Salary Costs on Exhibit B and Reimbursable defined in Section 5.3. All Subconsultant Reimbursable shall be billed in the actual amount paid by or charged to the Consultant. For hourly work, Subconsultant Salary Costs shall be billed to County in the actual amount paid by Consultant.

Consultant Services for Redesign of Terminal 4 at the Fort Lauderdale – Hollywood Airport (FLL)
Pierce Goodwin Alexander and Linville, Inc. and Zyscovich, Inc., a joint venture
Amendment 6
January 30th, 2013
Page 24
5.2.6 Any expense amounts identified on Exhibit D 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 REIMBURSABLE EXPENSES

5.3.1 In accordance with 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 ("Reimbursable") will be charged at actual cost, shall be in accordance with Attachment III, and shall be limited to the following:

(a) Subject to the prior written approval of the Contract Administrator, transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes; provided however that 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.

(b) Subject to the prior written approval of the Contract Administrator, 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; provided however that 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.

(c) Subject to the prior written approval of the Contract Administrator, communication expenses 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.

(d) Cost of printing, reproduction or photography which is required by Consultant to deliver services set forth in this Agreement. Reimbursable covered hereby must have the written approval of the Contract Administrator prior to payment of same. For approved printing, reproduction, or photography, Consultant may include unpaid invoices from the appropriate vendor with the Consultant's monthly invoice for payment, subject to the invoices being reconciled. Consultant shall submit receipts indicating actual payment for all Reimbursable in this section at next invoice cycle in order for such Reimbursable to be reconciled to the amount shown on invoices. If the receipt amount is less than the invoiced amount, County
shall deduct the difference from amounts otherwise due to the Consultant.

(e) Geotechnical investigations, survey work, utility locations and testing costs must be pre-authorized in writing by Contract Administrator. For approved services, Consultant may include unpaid invoices from the appropriate vendor with the Consultant's monthly invoice for payment, subject to the invoices being reconciled. Consultant shall submit receipts indicating actual payment for all Reimbursable at next invoice after receipt of receipt in order for such Reimbursable to be reconciled to the amount shown on invoices. If the receipt amount is less than the invoiced amount, County shall deduct the difference from amounts otherwise due to the Consultant.

(f) Permit fees will be paid to regulatory agencies by the County for approvals directly attributable to the Project.

(g) The Reimbursable expenses listed on Exhibit D, Reimbursable expenses must have the prior written approval of the Contract Administrator.

(h) Any other Reimbursable identified as such in a Work Authorization, which must have the prior 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. Travel expenses other than automobile travel must be documented by proof of payment, 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 Reimbursable set forth in Section 5.1.1 is a limitation upon, and describes the maximum extent of, County's obligation to reimburse Consultant for Reimbursable, 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 Reimbursable, Consultant shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by County in writing prior to incurring such expenses.
5.3.5 Any expense amounts identified on Exhibit D 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 original receiving category amount, unless Board approval is first obtained.

5.4 METHOD OF BILLING

5.4.1 When requesting payment on a lump sum basis, Consultant shall submit the following forms completely and properly filled-out: Application and Certificate of Payment Exhibit I; Prime Consultant Payment Request - Schedules of Values, Exhibit J; Subconsultant Payment Requests - Schedule of Values, Exhibit K; Travel Authorization Request Form, Exhibit G; copy of Notice to Proceed, copy of Purchase Order, a monthly progress status report; and the CBE Performance Report, Exhibit C-3 CBE Utilization Report. When requesting payment on a MNTE basis, include original timesheets signed by the employee, using Exhibit H or other BCAD approved forms along with the other attachments as noted above in this Section. Pay requests shall be made once a month, in a timely manner, for all services provided pursuant to the Schedule of Values or Hourly Rates, attached hereto as Exhibit B. Requests for payment shall be submitted only after the service has been completed and deliverables are accepted by County. Requests for hourly work shall indicate the nature of the services performed and the hourly rates and total hours of services performed. Requests for lump-sum work shall indicate the nature of the services performed and the percent complete of the services performed. Meal breaks are not billable and travel time to and from the jobsite, when travel is reimbursed, is not billable. Billings shall also indicate the amount of CBE participation for the billing period. Subconsultant fees must be documented by copies of invoices or receipts, approved by Consultant, 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. Consultant must indicate that the Subconsultant's invoices are approved for payment. County will not accept subsequent additions or modifications to the language identifying the project on the invoice or receipt by the Consultant.

5.4.2 Consultant may be required to include a submittal of an electronic copy, using executable software (i.e. excel), 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 work breakdown structure, (i.e., cost accounting) provided by the Contract Administrator. When requested, Consultant
shall provide detailed backup for past and current pay requests that, for hourly work, 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. When requested, Consultant shall submit payroll records that are attested true and accurate for past and current pay requests.

5.4.3 Billings shall also indicate the cumulative amount of CBE participation for the period covered by the billing as well as the cumulative amount to date, Consultant shall also submit with each invoice a Certification of Payments to Subconsultants and Suppliers, using the form attached as Exhibit C-2 for all Subconsultants, including CBE and non-CBE. The certification shall be accompanied by a copy of the notification sent to each Subconsultant and supplier listed in item 2 of the form, explaining the good cause why payment has not been made. In addition, the Consultant shall submit, with each pay request Exhibit C-3, "MONTHLY CBE Utilization Report," and EXHIBIT C-5 - "NON - CBE/MWBE Monthly Utilization Report in a format/method acceptable to BCAD; and shall submit with the final pay requests, Exhibit C-4, "Final CBE Utilization Report," listing only those Subconsultants certified as CBE's to show expenditures made to date to achieve compliance with the assigned goals.

5.4.4 Billings shall include a monthly progress report that documents the progress Consultant made during the pay period stated on the invoice. The monthly report shall contain a statement of scope of work completed, a statement regarding meetings attended, decisions made by the Contract Administrator affecting the designs, summary of the contract amounts including all approved amendments, summary of the work compared to the schedule, and a summary of work expected to be performed during the next pay period.

5.5 METHOD OF PAYMENT

5.5.1 County shall pay Consultant from receipt of Consultant's proper application for payment. County shall pay ninety percent (90%) of the total fees shown to be due on each application for payment. 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 applications for payment, unless the County has a good faith dispute regarding the work performed. No amount shall be withheld from payments for Reimbursable or for services performed during the construction phase. To be deemed proper, all applications for payment 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
Consultant or a particular Subconsultant when the work of the Consultant or that Subconsultant is satisfactorily completed for a task, as determined by the Contract Administrator. Any reduction in 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 Work Authorization closed out by Contract Administrator. If the County objects to any portion of an application for payment, the County shall so notify the Consultant in writing within fifteen (15) calendar days of receipt of the application for payment. The County shall identify in writing the specific cause of the disagreement and the amount in dispute with supporting documentation and shall pay that portion of the application not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within twenty-five (25) calendar days after presentation of application for payment by direct negotiation between the parties shall be resolved within thirty (30) calendar days thereafter in accordance with Article 10.31, Dispute Resolution of this Agreement.

5.5.3 Notwithstanding any provision of this Agreement to the contrary, the Consultant shall not be entitled to payment of any application for payment unless the Contract Administrator is satisfied that the application for payment 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-1 or A-2, 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 permitting agency has indicated that all design matters are fulfilled. Consultant is responsible for submittal of all drawings to permitting agency. County will pay for first review process fee. Any additional jurisdictional reviews due to changes to the project drawings or project manual or other supporting document made necessary by Consultant's errors or omissions shall be made by Consultant (and pertinent Subconsultant) at no additional cost to County. If changes are required after jurisdictional review, and such changes are not due to Consultant's errors or omissions, then Consultant shall be entitled to additional costs as allowed under Optional Services.

In the event County elects not to obtain permits for any of the Permitted Contract Documents 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 proportion to the percentage of the work completed for the permitting task.
5.5.5 Payment will be made to Consultant at:
Pierce Goodwin Alexander & Linville, Inc.
Attn: Ian Nestler
791 Park Of Commerce Boulevard, Suite 400
Boca Raton, Florida 33487

5.5.6 Consultant shall pay its Subconsultant and suppliers within ten (10) calendar
days following receipt of payment from the COUNTY for such Subconsultant work
or supplies. Consultant agrees that if it withholds an amount as retainage from its
Subconsultant 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 shall be made. The amount withheld shall not be subject
to payment of interest by COUNTY.

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

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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. Consultant shall have the right to rely upon the accuracy and completeness of information provided by the COUNTY, unless otherwise indicated by the COUNTY.

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 A1 or A2 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.

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ARTICLE 8 – EEO AND CBE COMPLIANCE

8.1 Consultant shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract. Consultant shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by Consultant to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

Consultant shall include the foregoing or similar language in its contracts with any subcontractors, Subconsultants, or suppliers, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

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

By execution of this Agreement, Consultant represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Consultant all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

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

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

8.3 Subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. Each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. Consultant agrees to meet the following CBE participation goal by utilizing the CBE firms for the work and the percentage of work amounts described in Section 54.4:

Consultant has committed to 17.2% CBE participation.

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

8.4 In performing services for this Project, the Parties hereby incorporate Consultant's participating CBE firms, addresses, scope of work, and the percentage of work amounts identified on each Letter of Intent (Form 004339-1) into this Agreement. Upon execution of this Agreement by County, Consultant shall enter into a formal contract with the CBE firms Consultant selected to fulfill the CBE participation goal for this Agreement and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward County Office of Economic and Small Business Development.

8.5 Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. County shall have access, without limitation, to Consultant's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice, to allow County to determine Consultant's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Agreement.

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

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

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

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

8.7.3 Nothing under this Section 54.7 shall be construed to limit the rights of and remedies available to County, including the right to seek its own damages pursuant to this Agreement.

8.8 Nonpayment of a CBE subcontractor, Subconsultant or supplier as required by this Agreement shall be a material breach of this Agreement and that County's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to such subcontractor, Subconsultant or supplier. Consultant agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 54.8 shall not be employed when Consultant demonstrates that failure to pay results from a bona fide dispute with its CBE subcontractor, Subconsultant or supplier.

8.9 If Consultant fails to comply with the requirements of this Agreement, or the requirements of the Broward County Business Opportunity Act of 2012, County shall have the right to exercise any administrative remedies provided by the Broward County Business Opportunity Act of 2012, or any other right or remedy provided in the Administrative Procedures of the Office of Economic and Small Business Development, this Agreement, or under applicable law, with all such rights and remedies being cumulative.
ARTICLE 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 coverage set forth in below in accordance with the terms and conditions required by this Article.

9.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement.

9.3 Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. 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 insured under the Comprehensive General or Commercial Liability and Excess Liability (if excess liability coverage is applicable) Insurance policy/policies hereinafter described.

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) per claim and Two Million Dollars ($2,000,000) aggregate, with a maximum deductible of One Hundred Thousand Dollars ($100,000). Deductible must be indicated on Consultant's Certificate of Insurance.

Every three months, during the term of this Agreement, the CONSULTANT shall provide the COUNTY a list of all claims filed or made against the Professional Liability Insurance Policy, if any. CONSULTANT shall maintain the claims made form coverage continuously in force for a minimum of three (3) years following the Completion Date of this Agreement and shall annually provide Broward County with evidence of renewal coverage. CONSULTANT shall be responsible to pay for all deductibles.

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. In addition, the policy (ies) must include Employer's Liability with a limit of a minimum of One Hundred Thousand Dollars ($100,000.00) for each accident. Note: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.
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 for Bodily Injury Liability and Property Damage Liability and Two Million Dollars ($2,000,000) per aggregate. 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.

CONSULTANT shall be responsible to pay for all deductibles.

9.3.4 Business Automobile Liability Insurance shall be provided with minimum limits of One Million Dollars ($1,000,000) per occurrence for non airside and Five Million Dollars ($5,000,000) per occurrence for airside driving, 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:

- Owned vehicles, if applicable.
- Hired and non-owned vehicles. If applicable
- Employers' non-ownership. If applicable

CONSULTANT shall be responsible to pay for all deductibles.

9.4 Consultant shall provide to COUNTY certificate(s) of insurance for all insurance policies required by this Article including any subsection there under. COUNTY reserves the right to require a certified copy of such policies be provided to the COUNTY 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 coverage 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 three (3) after the acceptance of the Project by the COUNTY.

9.5 In the event CONSULTANT elects to enter in an agreement with a Subconsultant(s) to perform work/activities for the Project referenced herein, CONSULTANT agrees to include in its contract with the successful Subconsultant(s) the requirements set forth above in favor of COUNTY. The CONSULTANT further agrees to provide COUNTY,
prior to commencement of any activities, Certificates of Insurance evidencing Subconsultant(s) compliance with the requirements of this section.

9.6 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.

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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 instruments of professional service and shall be property of the COUNTY. Instruments of professional service 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 CA, or (ii) the termination of this Agreement by either party. Upon execution of this Agreement, the Consultant grants to the COUNTY a nonexclusive revocable license to use the Consultant's instruments of professional service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the COUNTY substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. If the COUNTY modifies and/or uses the documents for any reason other than their intended use, without Consultant's authorization, the Consultant shall be released from any liability as a result of such action, and COUNTY agrees to indemnify and hold harmless Consultant from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity arising from the such unauthorized use or modification. Consultant may use photographs of the work product for its advertisement purposes related to marketing its services. COUNTY may include photographs of the completed work on the COUNTY's website, and for educational and archival purposes.

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

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

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

10.2.1 This Agreement may be terminated for cause the aggrieved party 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 the CA. 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, invoices, or pay applications, 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. It shall also include COUNTY’s failure to compensate Consultant pursuant to the terms of this Agreement.

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

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

10.2.5 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 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.

10.2.6 In addition, 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 Reimbursable 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.

10.2.7 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.

10.2.8 In the event of any termination or suspension (whether a termination or suspension of the entire Agreement or any portion 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 only in connection with the terminated or suspended services or 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.

10.2.9 This Agreement may also be terminated by the Board:

10.2.9.1 Upon the disqualification by County’s Director of OESBD of Consultant as a CBE if Consultant’s status as CBE was a factor in the award of this Agreement and such status was misrepresented by Consultant;
10.2.9.2 Upon the disqualification by County's Director of OESBD of Consultant if Consultant obtained this Agreement or attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement;

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

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

10.2.9.5 If Consultant is determined by County's Director of OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant. If so determined, Consultant shall not be awarded CBE participation credit.

10.3 SUSPENSION

COUNTY shall have the right to suspend the Work and the services of Consultant. COUNTY suspension will be by written notice to Consultant from CA. Consultant shall, upon receipt of written notice from the CA, remove all equipment and personnel from the work area, or as otherwise directed in the written notice. Consultant will return to the work and continue the performance of the Scope of Services under this agreement upon written NTP from the CA.

10.4 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 and its Subconsultants 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 and its Subconsultants 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). Such records shall be accessible on a Project by Project basis and different Projects shall not be comingled upon production of records for an audit review. 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. Consultant shall comply with all requirements of the Florida Public Records Act; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Consultant.

10.5 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.

10.6 NO CONTINGENT FEE

Consultant warrants that it has not employed or retained any company or person, other 
than a bona fide employee working solely for Consultant, to solicit or secure this 
Agreement and that it has not paid or agreed to pay any person, company, corporation, 
individual or firm, other than a bona fide employee working solely for Consultant any fee, 
commission, percentage, gift, or other consideration contingent upon or resulting from 
the award or making of this Agreement. For the breach or violation of this provision, 
COUNTY shall have the right to terminate the Agreement without liability at its discretion, 
to deduct from the contract price, or otherwise recover, the full amount of such fee, 
commission, percentage, gift, or consideration.

10.7 SUBCONSULTANTS

10.7.1 Consultant shall utilize the Subconsultants identified in the proposal that 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 CA prior to changing or modifying the list of Subconsultants submitted by Consultant. Consultant shall obtain written approval from the Broward County OESBD prior to changing any CBE Subconsultant. If Subconsultant is a CBE, then in addition, the approval of Broward County OESBD will be required prior to adding, deleting or substituting any CBE. Where Consultant's failure to use a Subconsultant results in Consultant's noncompliance with CBE participation goals, such failure shall entitle the affected CBE Subconsultant to damages available under local and state law.

10.7.2 Pay applications which include billing 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, approved by 
Consultant, from such Subconsultants, showing work performed and charges 
incurred.
10.7.3 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 OESBD 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 CA (with a copy to the County Auditor and the OESBD) to replace such Subconsultant with a Subconsultant that is in compliance with the provisions hereof. If the CA approves any change or modification of Subconsultants pursuant to Section 10.7.1, then Exhibits C, B-1 or B-2 shall be updated accordingly and attached to this Agreement by the CA.

10.7.4 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 Article 9 on Consultant's Subconsultants. Consultant shall be responsible for recommending to the Broward County Risk Management Division the insurance coverage 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.

10.7.5 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 as and when required by the CA.

10.8 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.


10.9 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without prior approval of the Board. Consultant shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.7.

10.10 INDEMNIFICATION OF COUNTY

CONSULTANT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, but only to the extent or degree on a comparative basis of fault, 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. To the extent considered necessary by CA and County Attorney, any sums due CONSULTANT under this Agreement may be retained by COUNTY until all of COUNTY’s claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

10.11 REPRESENTATIVE OF COUNTY AND CONSULTANT

10.11.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The CA, upon Consultant’s request, shall advise Consultant in writing of one (1) or more of COUNTY’s employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

10.11.2 Consultant shall inform the CA in writing of Consultant’s representative to whom matters involving the conduct of the Project shall be addressed.

10.12 NO CONFLICTS

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

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

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

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

10.12.5 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.

10.13 ALL PRIOR AGREEMENTS SUPERSEDED / AMENDMENTS

10.13.1 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.
10.13.2 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in a written document prepared with the same or similar formality as this Agreement and executed by the parties hereto.

10.14 NOTICES

Whenever either party desires to give notice 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  
Broward County Aviation Department  
2200 SW 45 Street, Suite 101  
Dania Beach, FL 33312

*With a copy to:*
Steven T. Wiesner, Director, Airport Expansion Program  
Contract Administrator  
Broward County Aviation Department  
2200 SW 45 Street, Suite 101  
Dania Beach, FL 33312

*With a copy to:*
Program Management Office  
DMJM Aviation / AECOM  
4101 Ravenswood Road, Suite 401  
Fort Lauderdale, FL 33312

**FOR CONSULTANTS:**
Pierce Goodwin Alexander and Linville, Inc.  
Attention : Ian Nestler  
791 Park of Commerce Boulevard, Suite 400  
Boca Raton, FL 33487
AND

Zyscovich
Attention: Bernard Zyscovich
100 Biscayne Blvd, 27th Floor
Miami, FL 33132

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. 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 and core staff identified on Exhibit B-1 for the Project as long as said key and core staff are in Consultant's employment.

Prior to changing any key staff set forth on Exhibit B-1, Consultant shall provide CA with such information as necessary to determine the suitability of proposed new key staff. The CA will be reasonable in evaluating the qualifications of any proposed key staff. The key employees will not be changed, removed, or replaced, by the Consultant, without the
prior written approval of the Director of the Aviation Department as recommended by the CA. The Consultant must provide written notice to the CA of Core staff changes, and provide the qualifications, of any substituted Core staff prior to any said substituted staff performing services on the Project.

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

10.19 CERTAIN ADDITIONAL PROVISIONS PERTAINING TO AIRPORT PROJECTS

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

10.20 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.
10.21 INCORPORATION BY REFERENCE

The truth and accuracy of each whereas clause set forth above is acknowledged by the parties. The attached Exhibit A-1 through Exhibit K, and Attachments I, II and III 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.

10.22 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.

10.23 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.

10.24 AGREEMENT SEVERABLE; WAIVER OF BREACH AND MATERIALITY

10.24.1 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.

10.24.2 Failure by COUNTY or Consultant to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
10.24.3 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.

10.25 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.

10.26 PRIORITY OF PROVISIONS; ORDER OF PRECEDENCE

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.

10.27 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.

10.28 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.
10.29 MULTIPLE ORIGINALS

This Agreement may be fully executed in up to three (3) counterparts by all parties, each of which, bearing original signatures, shall be deemed to be an original.

10.30 E-VERIFY REQUIREMENTS (If applicable)

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of said system, to confirm the employment eligibility of:

1. all persons employed by the Contractor during the term of the Contract with the COUNTY; and
2. all persons, including subcontractors assigned by Contractor to perform work pursuant to this Contract.

10.31 DISPUTE RESOLUTION

In the event a dispute between the Contract Administrator and Consultant shall arise over whether requested services constitute basic services within the Scope of Service within Exhibit A-1 or A-2 and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be 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 County Administrator within seven (7) calendar days from the date of the Aviation Director's decision. During the pendency of any dispute, Consultant shall promptly perform the disputed services.

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EXECUTION

AGREEMENT BETWEEN BROWARD COUNTY AND Pierce Goodwin Alexander and Linville, Inc. AND Zyscovich, Inc. a joint venture FOR CONSULTANT SERVICES FOR REDESIGN of Terminal 4 at the Fort Lauderdale-Hollywood International Airport (FLL) in Broward County, Florida

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 19th day of March, 2013, and Pierce Goodwin Alexander and Linville, Inc. and Zyscovich, Inc. By Agency Assistant County Attorney, Ian A. Nestler, Managing Principal, signing by and through its President, and Bernard Zyscovich, President, signing by and through its Corporate Secretary, on the 20th day of February, 2013.
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### 1. Validation, Site Investigation and Project Validation Report (Task 1)
Language for Section 1 remains unchanged by this amendment

### 2. Schematic Design for the Ultimate 14-Gate Configuration (Task 2)
Language for Section 2 remains unchanged by this amendment

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Attachment 1 Design Schedule
Attachment 2 Scope Drawings dated March 2, 2011
List of Acronyms

BCAD  Broward County Aviation Department
BHS  Baggage Handling System
CA  BCAD Contract Administrator
CBP  Customs and Border Protection
CD  Construction Documents
CMR  Construction Manager at-Risk
CPM  Construction Project Manager
CPTED  Crime Prevention Through Environmental Design
County  Broward County, Florida
DD  Design Development
EDS  Explosive Detection System
FFE  Furniture, Fixtures and Equipment
FIS  Federal Inspection Services
GEC  General Engineering Consultant
LEED  Leadership in Energy and Environmental Design
PBB  Passenger Boarding Bridge
PDD  Project Definition Document
PMO  Program Management Office
PVR  Project Validation Report
ROM  Rough Order Magnitude
SD  Schematic Design
TSA  Transportation Security Administration
Except as otherwise noted below, Amendment 5 Scope of Work does not supersede tasks already completed from Amendment 4, and does not change the scope for Amendment 4 tasks that are on-going (Sections 1 & 2), except as noted. Amendment 5 Scope of Work supersedes the work not yet started (Sections 3, 4, 5, & 6). Additionally, Section 0 of Amendment 5 has been updated to reflect the new scope of work and supersedes Section 0 of Amendment 4, except as noted.

0. Introduction/General Requirements

0.0 General Scope Description

The services outlined in this Exhibit "A-5" are intended to be a general description of the work to be provided by the Consultant to successfully meet or exceed the goals of Broward County Aviation Department (BCAD) as they relate to the tasks described in this document and the Project Definition Document (PDD). The PDD shall be followed and used as a guideline for initial design phases. However, should any terms or provisions in this Exhibit or the Fifth Amendment conflict, then this Exhibit or Fifth Amendment shall prevail over the PDD to the extent of the conflict.

0.1 The Project

0.1.1 There are four major Basic Services Tasks and various Optional Services Tasks for which the Consultant is to provide project management, architectural, engineering and other design-related services. These tasks include:

- **Task 1 - Validation, Site Investigation and Project Validation Report:** Language for Section 1 remains unchanged by this Amendment, except as noted.

- **Task 2 – Schematic Design for the Ultimate 14-Gate Configuration:** Language for Section 2 remains unchanged by this Amendment.

- **Task 3 – Design Development and Construction Documents for the Western Expansion:** Design services for the western expansion will be delivered in three (3) major permit packages as follows: (1) Foundation permit package for western expansion to include SSCP demolition and relocation; (2) Shell permit package for western expansion; (3) Interior package for western expansion; There may also be one minor early work package to support the start of construction by September, 2011. See Section 3 for more detail on this task.

Consultant Services for Redesign of Terminal 4 at the Fort Lauderdale – Hollywood Airport (FLL)
Pierce Goodwin Alexander and Linville, Inc. and Zyscovich, Inc., a joint venture
January 30th, 2013

Amendment 6
Exhibit A-1

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• Task 4 – Permitting, Bidding and Construction Administration for the Western Expansion: Consultant will provide A/E services as described in Section 4 for the permitting, bidding, and construction administration phases of the project for the western expansion.

• Task 5 – Optional Services: Services to be performed at the discretion of BCAD and with prior written authorization from the CA, the Purchasing Director or the Broward County Board of County Commissioners (BCBCC) as appropriate.

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0.1.2 Programmatic elements for the new concourse to be included in the project scope are as follows:

a) Sterile connection to the existing FIS from west side gates via a temporary bussing operation to include a temporary holdroom at the ramp level (accessible via stair and escalator in one vertical core), and covered areas at the pick-up and drop-off points.
b) Security Screening Check Point Expansion, including temporary conditions necessary for operational phasing.
c) BCAD office space anticipated to be completed for operation in the eastern phase of construction
d) Chiller Plant
e) There will be no moving walks as part of the project.
f) Aircraft parking positions will contain ADG-III aircraft (B737-900's) and accommodate at least one (1) ADG-IV and one (1) ADG-V, each in a two-for-one configuration, on the west.
g) The total concessions area for the western expansion will be as shown in the Schematic Design deliverable and as approved by BCAD. Consultant's scope includes providing shell space only.
h) FIS Sterile corridor for international arrivals which will not connect directly to FIS until the eastern and central areas are constructed.
i) BCAD Offices through Design Development including Space Planning Validation / Programming Confirmation during the DD phase (based on the updated Program provided by Consultant dated March 4, 2011). This effort assumes that existing workstations are not being relocated into the new office space.
j) T3 Connector
k) Modifications in T3 to accommodate the T3 connection.
l) Analysis of existing BHS inbound system with respect to potential code upgrades and security concerns.

0.1.3 Design disciplines/tasks to be included in this scope of work are as follows.

a) Architecture
b) Interior Design, including FF+E selection (not purchasing) from BCAD approved vendor lists, or other vendors when items required are not included in current vendor lists. This does not include an inventory or assessment of existing FF+E items
c) Structural Engineering
d) Mechanical Engineering
e) Electrical Engineering
f) Plumbing Engineering
g) Fire Protection
h) Information Systems
i) Airside Civil Engineering limited to the area defined by the building footprint plus 5' outside the footprint. This scope includes a Stormwater Prevention Pollution Plan, if required. Exceptions to the 5'-line are as follows:
i. utility connections when a connection point is available within proximity of the building (up to 40')
ii. PBB foundations
iii. Underground fuel tanks for emergency generators
iv. Grease traps
v. Concrete paving to an east-west line approximately 10' south of the vertical cores. Exact location to coordinated with the apron designer.

j) Baggage Handling Systems Design limited to additional baggage make-up to be within the shell of the new concourse, connected to the existing EDS system, and understanding that there may be a need to connect in the future to the new EDS system that may be placed south of the existing EDS area. This design will be based upon a validation effort by others of the current Cage Singer plan.

k) LEED Administration, which includes, but is not limited to, assigning appropriate access to the project on the GBCI website for all team members (including T4 consultants, contractor and owner), populating and updating the team's project information on the website, researching and requesting credit interpretation requests when required, ongoing evaluation of checklists and achievable credits, management of team member's deadlines for tasks related to template population and project information, and response to USGBC's review comments. Consultant will provide LEED Administration until completion of USGBC's recommendation process.

l) Proposed MOT plans

m) Life Cycle Cost Analyses for the following. These analyses will be completed within 45 days of NTP, will be performed based on the information available for the full 14-gate configuration, and will be implemented in accordance with the current scope of work:

   i. Rainwater and condensate reclamation, storage and use
   ii. Solar hot water
   iii. Point of use pre-conditioned air vs. central
   iv. Carpet vs. terrazzo
   v. stainless v enclosed mechanical units
   vi. built-up vs. single ply roof vs. green roof

0.1.4 Areas within the existing building(s) that will require work by Consultant under this project scope are included but not limited to the following.

a) The existing Sbarro's/bar concession area.
b) Demolition of the existing security checkpoint.
c) Areas specifically required for engineering systems connections into or through the existing T4.
d) Upgrades to the existing chiller plant to accommodate for first phase of construction and to prepare for the future expansion to the south.
e) Removal and reconfiguration of southern wall along gridline H.9, west of existing concourse, to allow for new building coupling to existing. Roof and drainage work will also be required to accommodate areas where new and existing roofs meet

f) Terminal 3 temporary and permanent systems and signage as required for operation of connection to T4.

0.1.5 Items not included in basic scope are as follows. Note that this is not a comprehensive listing of all possible exclusions and optional services are listed in Section 5.

a) Airside civil beyond 5’ from the building footprint, except as defined by 0.1.3 (i).

b) Apron work

c) Hydrant fueling system design

d) Environmental studies or any remediation work

e) Landside civil

f) Curbside or roadway signage

g) Landscape design

h) BCAD parking and vehicular drop-off areas and connections from these areas to the office entry.

i) Terminal 3 security check point

j) Concessions planning or design with the exception of shell space and stub-outs

k) Cost estimating not associated with life cycle cost analyses

l) Asbestos surveys

m) Community outreach / passenger surveys

n) Commuter airline relocation / design

o) Life cycle cost analyses beyond those listed in 0.1.3(m)

p) Permit expediting/plans delivery between reviewing agencies

q) Separate building(s) for main utilities or other support spaces

r) BHS design for an EDS system, domestic claim, or recheck.

s) Structural design beyond code requirements

t) Surveying

u) Aerial photography

v) Enclosure of existing BHS make-up area

w) Modifications to Gate F2

x) Purchasing of FF+E

y) Removal of slab, foundations, utilities, or sub-grade elements at Concourse H, beyond 5’ from the footprint of the new building.

z) Relocation of BCAD Badging office, AOCC/EOC, or Main Computer room.

0.2 General Requirements

0.2.1 The Consultant is Pierce Goodwin Alexander & Linville, Inc. (PGAL) and Zyscovich, Inc. acting by and through a joint venture agreement between the parties (Consultant).
0.2.2 The Consultant will perform the work described in Task 1 through Task 4 within the timelines defined in Attachment 1; Task 5 will be performed at the discretion of BCAD.

0.2.3 The Consultant will utilize Crime Prevention Through Environmental Design (CPTED) concepts throughout the development of the Project Design in accordance with Broward County Resolution 96-0624.

0.2.4 The Consultant will pursue basic LEED Certification (Leadership in Energy and Environmental Design) for the ultimate 14-gate configuration, assuming uninterrupted construction work from start of the western expansion to the completion of the 14-gate facility. Evaluation of the extent to which Sustainable Design opportunities for this project will be explored, and implementation will be at the discretion of BCAD. The Consultant team will include a LEED Accredited Professional on the team at all times.

0.2.5 The Consultant will be required to coordinate with the Program Management Office (PMO) and other consultants doing planning or design work at the FLL Airport which may affect the Terminal 4 Gate Replacement Project. The PMO will be the administrator for such coordination. These tasks also include coordination with the Contractor and General Engineering Consultants (GEC).

0.2.6 The Consultant must also coordinate with other agencies and governmental authorities so the design is compatible with any published and established safety, air space, security, engineering, operating and construction requirements of FAA, Florida Building Code, Broward County Agencies and the Broward County Aviation Department (BCAD), including height and type of structure, site improvements, adjacent roadway design, final geometry and utility modifications.

0.2.7 Coordination and communication with the Transportation Security Administration and with the Customs and Border Protection agencies of the FIS are anticipated to be conducted by BCAD/PMO and Consultant will participate and assist as required.

0.3 Project Management

0.3.1 The Consultant will have project management responsibilities throughout the duration of the project that apply to all tasks outlined in this Scope of Services. These responsibilities include coordination of project tasks among the Consultant team, management of subconsultants, and coordination with the PMO, CMR, CPM and BCAD as described below.

0.3.2 Overall project management services include the coordination of the Consultant's work tasks with BCAD's desire for successful completion of the projects. A key to this success is the complete and efficient management of all subconsultants contracted with the Consultant. Concise and manageable project control logs will be utilized through completion of the defined work.
0.3.3 The Consultant will continue to submit a monthly progress report (a PMO/SCAD approved method of monitoring the progress of the work required to successfully complete the project) to include the following items: (a) the log will be periodically updated to monitor the progress of the defined tasks and their associated deliverables, and (b) the design schedule will be updated monthly to ensure that the work tasks are being performed in a timely manner. Key milestones, as approved by PMO/SCAD will be identified on the schedule, including:

- Deliverables submissions by Task
- PMO/SCAD review deadlines
- Key PMO/BCAD decision dates
- Major BCAD/Commission presentations

0.3.4 The project control log(s) and design schedules will be maintained and updated monthly. These documents along with discussions on the status of work tasks will be presented in the regularly scheduled progress meetings. Deliverables are defined as the items required and formally submitted to BCAD/PMO at the times defined by the design schedule and include, but are not limited to: drawings, reports, calculations, renderings, and specifications. Required deliverables will be mutually agreed-upon by BCAD and the Consultant upon the Consultant's review of a deliverables list provided by BCAD/PMO.

0.3.5 The Consultant will submit a progress report to the PMO monthly following the format established during the work associated with Amendment 4. The report(s) will include an updated design schedule, pending or unresolved items and any special attention issues that need to be resolved or pending decisions that need to be taken for the proper development of the project. If issues are affecting schedule, then the Consultant will make recommendations on how to get back on schedule.

0.3.6 The Consultant will prepare and submit specified deliverables at key milestones within the design schedule. Selected deliverables will require a document review by the PMO, BCAD or both. At the completion of the designated review period, the PMO/BCAD will prepare a list of comments, questions and observations associated with their review of the Consultant's submissions. The Consultant will compile all the Consultant's and subconsultant's comments into one comprehensive document and submit it back to the PMO/BCAD within the approved time period identified on the design schedule.

0.3.7 The Consultant will attend all related project progress meetings scheduled by the PMO, CPM or BCAD. Responsibility for agenda, meeting minutes, action items, etc. rests with the party organizing the meeting. Progress meetings will be held weekly during validation and schematic design (SD) phases. They may be held bi-weekly during Design Development and Construction Documents phases. During Construction Administration they may be held at least once per week.

0.3.8 Scope of the project is graphically shown in Attachment 2.
1. **Validation, Site Investigation and Project Validation Report (PVR) (Task 1)**
   (Language for Section 1 remains unchanged by this amendment, with the following exception.)

   Delete, in its entirety, the last bullet of Section 1.0.3.

2. **Schematic Design for the Ultimate 14-Gate Configuration (Task 2)**
   (Language for Section 2 remains unchanged by this amendment)

3. **Design Development and Construction Documents for the Western Expansion (Task 3)**

   **3.0 General Scope Description**

   3.0.1 Scope will include Design Development and Construction Documents.

   3.0.2 During DD, phasing options will be quickly explored, and diagrammatically developed. Consultant will coordinate with the CMR to allow the CMR to provide order-of-magnitude cost estimates and constructability comments for each option so that a design direction can be established for the project. Once BCAD approves the desired option, the Consultant will begin the subsequent design and documentation sub-tasks.

   3.0.3 Consultant will design a temporary bussing facility that transports arriving international passengers from the new western swing gates to the existing FIS, accessible via stair and escalator in one vertical core.

   3.0.4 Extensive coordination and approval process is anticipated to take place with BCAD departments, CBP and TSA. BCAD requires that all communication with government agencies be through BCAD.

   3.0.5 The Consultant will use Attachment 2 as the basis for the design of these components and will strive to lessen the impact of this work to the operations, the budget, or the construction schedule, when possible.

   **3.1 Design Development Services**

   3.1.1 Upon receipt of written authorization by the CA, after completion of the SD Phase, the Consultant will prepare Design Development (DD) documents consisting of drawings and outline specifications to define the size and character of the Project and to define materials, structure, mechanical, electrical, plumbing, fire protection and other specialty systems, and other work that may be required.

   3.1.2 DD documents will be developed by the Consultant in sufficient detail to define the Project, identify potential problem areas, and define proposed solutions for identified problems.
a) The DD phase will also include drawings for the new concourse for the Western Expansion. These documents will include the following: Site development plans and sections showing general type, size, location and control dimensions of site development elements, Project limits, and all above grade site construction. The site development plans will show the location of the terminal building by dimension, ground floor elevations, utilities (existing, new and relocated), paved areas, ramps, steps, lighting and related work. Cross sections in critical areas, showing control clearances based upon nominal dimensions will be provided by the Consultant.

b) Coordination with BCAD Airside Civil consultant's grading and drainage plans including existing contours, proposed final contours, horizontal and vertical clearances, storm sewer lines, drainage structures and details of special structures. Proposed interruptions to existing services, utility roads, service roadways, and other facilities caused by new construction will be identified by the Consultant.

c) Floor plans showing space required, room numbers and names, and programmed area. Spaces in which equipment is programmed will be developed by the Consultant in plan and tabular form. Fixed and movable equipment which require dedicated power or utility connections will be exhibited by the Consultant in such plans. Furniture layouts demonstrating the adequacy of programmed space will be provided. Areas requiring acoustical treatment will be indicated.

d) Reflected ceiling plans, showing materials, finishes and basic layouts of lighting systems with lighting levels displayed. Basic switching patterns and switch locations for lighting will be shown on reflected ceiling plans by the Consultant.

e) Building elevations and sections, wall sections showing general construction, materials, framing, foundations, PBB equipment, floor heights and details, and finish schedules.

f) Further development of the structural systems, exterior enclosure systems, lighting and ceiling systems, and interior space subdivision systems, in addition to the study of relationships of structural, mechanical, plumbing and lighting/ceiling systems using sections and cutaway sketches.

g) Structural drawings, including foundation plans, nominal sizes, types, and cross-sections of structural members and systems, critical clearances and details necessary to define the system.

h) Mechanical and electrical equipment layouts and nominal dimensions, including descriptions, manufacturers data, and pertinent details.

i) Mechanical one-line diagrams, including preliminary sizing, sections and details for piping and duct work, and special fixtures and equipment.

j) Electrical one-line diagrams, with sizes and ratings of major electrical equipment.

k) Electrical details, including lighting levels, fixtures, manufacturer's data, and other details for both indoor and outdoor lighting systems (including aircraft parking ramp lighting for the 14 gates, if required).
l) Locations and dimensional plans of substation, electrical and mechanical rooms, pumping stations, and other spaces.

m) Other special systems like Closed Circuit Television (CCTV), Security Systems, Information Technology Systems and Public Address Systems.

n) Coordination with Site utility drawings developed by BCAD Civil consultant, including plans, profiles, typical sections and critical clearances of existing utilities, utility service connections, and proposed relocation or protection in order to maintain utility service during construction.

o) System drawings, defining mechanical and electrical systems, including HVAC, plumbing, fire protection, power, emergency power, lighting, communications, control systems, ventilation, and other special systems.

p) System drawings, layouts, and details of special systems or components.

q) Plans showing system and facility interface with related Airport projects and identifying any proposed contract limits for all phases of the Consultant's services.

r) Demolition plans, identifying the extent of demolition required prior to or in conjunction with construction.

s) Preliminary Corrosion Control design, including material selection, coatings such as painted surfaces, galvanization, etc., cathodic protection, or other corrosion control measures, as prepared by the approved corrosion subconsultant (if required) and in accordance with guidelines furnished by the Consultant and approved by the CPM.

t) Coordination of sustainability and LEED checklist items.

u) Wayfinding

v) Preliminary Interior design and FF+E selection (excluding purchasing)

3.1.3 The further development of the Outline Specifications will be prepared by the Consultant in the Construction Specification Institute (CSI) Master Format. The specifications will include but not be limited to the following:

a) Interior construction systems and finishes by location

b) Exterior enclosure systems and finishes.

c) Construction materials.

d) Structural, mechanical, plumbing and electrical systems, life safety systems, and design data.

e) Signal, communications, security systems and auxiliary systems.

f) Applicable Federal, State and Local specifications and any other governmental entities having authority.

3.1.4 The Consultant will lead a series of bi-monthly workshops throughout the Design Development Phase for the purposes of discussing the following with BCAD on an an-going basis:

i. design criteria, assumptions, relevant design calculations, and appropriate backup material, including but not limited to, catalog cuts, and data sheets, in support of the DD phase.
ii. required actions, approvals, or additional information required from others which will affect the orderly and timely completion of the Consultant's services.

iii. applicable agreements needed with outside agencies or utilities, together with proposed action thereon

iv. equipment lists showing those items to be purchased, existing equipment, and any other items to be identified and furnished by BCAD for incorporation into the Project.

v. long-lead-time items for which procurement activity must be accelerated

Workshop agendas will be provided by Consultant for PMO review and approval.

3.2 Construction Document Services

Upon receipt of written authorization by the CA, the Consultant will prepare Construction Documents (CD) based on the DD submission and consisting of Final Contract Drawings, Specifications, and Construction Phasing Plan in such form and detail as may be needed by BCAD to promote a responsible proposal from the Contractor. The Consultant will submit drawings and specifications setting forth in detail and prescribing the work to be done, the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical and electrical work and the necessary proposal information from the Contractor. Consultant will coordinate between permit packages.

3.2.1 The CD's will be delivered in three (3) major permit packages as described in Section 0.1.1.

3.2.2 The CD's will be complete and include sufficient details to promote a responsible proposal from the CMR and obtain building permits. The CD's produced by the Consultant will consist of:

- Final Construction Drawings based on the approved DD documents.
- Technical Specifications completed to a thoroughly understandable level of detail based upon the approved Outline Specifications from previous design phases. The Consultant will be responsible for producing Division 2 through Division 16 of the Technical Specifications.
- Coordination of drawings and specs will be coordinated with BCAD's front-end documents to avoid conflicting direction.

3.2.3 Consultant will prepare construction documents and technical specifications divisions 2-16 and will provide to BCAD / PMO in accordance with the design project schedule. Consultant will also review the front-end documents provided by BCAD for consistency with construction documents.
4 Permitting, Bidding, and Construction Administration for the Western Expansion (Task 4)

4.0 General Description
Consultant will provide A/E services as described below for the permitting, bidding, and construction administration phases of the project for the western expansion.

4.1 Permitting
4.1.1 Consultant's service will include preparation and submission of complete permit applications and will include the permit drawing packages required for Consultant, BCAD, and the Contractor to respond to the jurisdictional authority's request for additional permit information, documentation or both. The Contractor will lead the permitting effort and coordinate with the Permitting Agencies in obtaining the permits necessary to proceed with the applicable construction package in a prompt and orderly manner to meet the project construction schedule. BCAD will pay for the permits and the reviews by the Building Department.

4.2 GMP Development
4.2.1 The Consultant will provide such assistance to BCAD, the PMO and the CMR as may be reasonably necessary to complete the GMP development process for the western expansion, including but not limited to, responding to RFI's and preparing addenda to plans as needed.

4.3 Construction Administration Services
4.3.1 The Construction Administration Services Phase will commence with the issuance of a Notice to Proceed to the CMR once the permit(s) are granted and will terminate when a certificate of completion for the Project (inclusive of project close-outs) is issued by the CA. Consultant will perform Construction Administration Services, according to the scope described herein, for the duration described in the Design Schedule. Construction Administration Services for the western phase are estimated not to exceed 28 months, to include three(3) major permit packages as described in Section 0.1.1. Extended Construction Administration Services, other than warranty inspections, shall be treated as an Optional Service in accordance with Optional Services (Task 5) and the terms and conditions of the contract.

4.3.2 The construction administration phase assumes uninterrupted construction and a single substantial completion for the western expansion.

4.3.3 The Consultant will review CMR's submittals required by the Contract Documents, including but not limited to, the work progress schedule, schedule of submittals, schedule of shop drawing submittals, schedule of values, shop drawings, samples,
and test data, and advise on the conformance of such submittals to the requirements of the Contract Documents. The Consultant will review and respond to initial submittal schedules within **9 calendar days** of receipt of the electronic submittals. Review of actual construction progress items such as shop drawings, samples, test data, manufacturer's product literature submittals, etc. will not exceed **9 calendar days** after receipt of the electronic submittal file in accordance with the shop drawings schedule, unless this time is extended pursuant to a written authorization by the CA. The Consultant shall stamp all submittals in accordance with the Review Codes as specified in the Fourth Amendment.

4.3.4 The Consultant will review and prepare written responses to the CMR's Requests for Information (RFI) on the Contract Drawings and Technical Specifications. The written responses will not exceed **6 calendar days** after receipt.

4.3.5 The Consultant will provide to the CPM or CMR, when requested, technical interpretations of Contract Documents and prepare and distribute supplementary drawings, specifications and information.

4.3.6 The Consultant will observe and advise the CPM as to the conformity of materials, finishes and workmanship with the quality of the standards established in the Contract Documents. The Consultant (and sub-consultants as appropriate) will visit the site as needed to observe that the progress of work completed is being performed in a manner indicating that the work will be in accordance with the Contract Documents. The Consultant will immediately advise the CPM, PMO and the CA, in writing, of all observed defects in material, equipment, or workmanship. Such notice may be made orally to the CPM in an emergency situation, provided the Consultant promptly sends a written confirmation thereof to the CPM. The Consultant will prepare and submit to the CPM a detailed written and sequentially numbered report according to the PMO Document Control System, of this condition of the work and other observations as found or made during each visit to the work site.

4.3.7 The Consultant will review test results within **6 calendar days** and notify the CPM and PMO of deficiencies in writing immediately.

4.3.8 The Consultant will participate in substantial completion inspections scheduled by the CPM and prepare and submit a punch list in accordance with Division 1 requirements.

4.3.9 The Consultant will review as-built drawings for general completeness of information during site visits or as requested by the CPM.

4.3.10 The Consultant will obtain from the CPM one complete set of updated as-built drawings, as certified by the Contractor reflecting all conditions based upon actual construction at the time of substantial completion. The complete set of as-built drawings in hardcopies and in CAD format (acceptable to the PMO) will include all
pertinent shop drawings, as well as the plans in the Contract Documents adjusted to comply with the "as-built" conditions. These drawings will be reviewed by the Consultant for completeness and adherence to the current Contract Documents. Consultant to submit twelve (12) sets of final conformed record drawings within 60 calendar days of receipt of the "as-builts".

4.3.11 At substantial completion, the CPM or CMR will submit to the Consultant a complete printed set of "red-lined" "as-built" construction documents. The Consultant will incorporate the changes identified on the "as-built" documents to prepare a set of "as-built" record drawings, in electronic format to deliver to the PMO within 120 days after receipt of as-builts.

4.3.12 At the request of the CPM, BCAD or PMO, the Consultant will review matters relating to the interpretation of the Contract Documents and Specifications.

4.3.13 Consultant shall participate in the building commissioning process as defined in the AEP Commissioning Guidelines as approved by BCAD. Commissioning services shall be provided by the CPM within the guidelines of ASHRAE Guideline 0-2005. The Consultant shall perform the following activities that support commissioning provided by the CPM:

- Develop basis of design
- Review and approve system and component installation
- Provide technical expertise and participate in commissioning meetings
- Witness tests as specified in construction documents
- Review and approve test results submitted by the CPM
- Review and approve Owner training plans submitted by the Contractor or CMR
- Review system reports provided by the CPM
- Review final commissioning report provided by the CPM

4.4 Post Construction, Inspection and Warranty

4.4.1 The Consultant will assist the CPM in the inspection of the Project sixty (60) calendar days before expiration of the one-year construction warranty period and will prepare a report for delivery to BCAD 30 days before expiration of the one-year warranty period, which will include any defective work under the terms of the guarantee/warranty required by the construction contract.
5 Optional Services (Task 5)

5.0 General Description
Optional Services will include any additional work required to be performed in support of the Basic Design Services of the previous tasks and any conditions associated with the project areas identified in this Scope of Work. This additional work could be added as an Optional Service at the discretion of BCAD.

5.1 Associated Architecture or Engineering Work

5.1.1 A/E services related to the work described in Basic Services, such as:
   a) Design of remote or interim facilities necessary for completion of the project
   b) Studies required by BCAD
   c) Modifications to the Design Development Drawings or the Construction Documents as a result of modifications to the project or program schedule which may include re-packaging of design documents, partial redesign of the new concourse to accommodate the new phasing, redesign of the phasing documents themselves, design for temporary construction, or abandonment of design work.
   d) T4 gate relocations
   e) Delivery of early permit packages not already included in basic scope
   f) AOC / EOC facility improvements
   g) BCAD badging office improvements
   h) Commuter holdroom
   i) Relocation of BCAD's main computer room and redesign of existing area
   j) Relocation/Renovation of existing tenants / tenant areas
   k) Additional engineering calculations

5.2 Specialized Programming, Planning or Design

5.2.1 A/E services related to the work described in Basic Services that requires specialization outside the Basic Scope such as:
   a) Studies to support A/E design, including, but not limited to passenger movement studies.
   b) Concessions planning / interiors beyond shell space
   c) Airline Tenants planning / interiors beyond shell space
   d) Airline / Tenant relocation
   e) Re-programming of BCAD offices required after BCAD approval of DD
   f) Logistics plan for BCAD office relocation
   g) Design of alternative systems for sustainability that are in addition to basic required systems, such as, rainwater harvesting, condensate reclamation, or solar water heating, as a result of life cycle cost analyses to be performed.
   h) Additional or specialized design associated with Public Art
i) Cost estimating in addition to that required for life cycle cost analyses per section 0.1.3(m)

j) Life-cycle cost analyses other than those included in basic services and listed in Section 0.1.3 (m). (Energy model is included in basic services).

k) Extension of existing sterile corridor in Concourse H

l) Enclosure of existing Baggage make-up area

m) Concessions Design Guidelines

n) BHS construction administration for any BHS components not included in basic services

o) BHS design-build criteria package for a stand-alone T4 EDS system (to include resolution room). The design will be based on a validation by others of the current Cage / Singer T4 EDS concept

p) BHS Commissioning

q) Baggage Handling Design required as a result of the study performed in accordance with Section 0.1.2 (m) or beyond that listed in Section 0.1.3(j).

r) Inventory of any existing FF+E

s) Design of additional bussing facilities required to maintain operations beyond that required by Sections 0.1.2(a) and 3.0.3.

t) Structural engineering to support wind tunnel testing

u) Communications / IT Migration Plan

v) Lighting design

5.3 Additional Field Work

5.3.1 Extended construction administration

5.4 Design work in adjacent areas

5.4.1 Work in any areas of T4 not defined by basic services work, such as:

a) Any work in airline ticketing area

b) Any work in domestic baggage claim area

c) Recheck area re-configuration

d) Meeter and greeter area re-configuration

e) Relocation of permanent AOA wall / fence

f) Code upgrades within the existing buildings

END OF EXHIBIT “A-1” - SCOPE OF SERVICES
Redesign of Terminal 4 at the
Fort Lauderdale-Hollywood International Airport
RLI # 20020201-0-AV-02

Milestone Dates

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<th>Task</th>
<th>Description</th>
<th>Final Submittal Due Dates</th>
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<tr>
<td>1</td>
<td>Validation Report</td>
<td>Completed in 4th Amendment</td>
</tr>
<tr>
<td>2</td>
<td>Schematic Design</td>
<td>Complete in 4th Amendment</td>
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<tr>
<td>3</td>
<td>Design Development</td>
<td>09/12/2011</td>
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<td>4</td>
<td>30% Construction Documents for western expansion &amp; West Foundation Package with SSCP early demo and relocation</td>
<td>10/31/2011</td>
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<td>4</td>
<td>75% Construction Documents for western expansion &amp; West Superstructure</td>
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<td>4</td>
<td>100% Construction Documents for western expansion draft submittal for Building Code Services permit review</td>
<td>8/6/2012</td>
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<tr>
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<td>100% Construction Documents for western expansion</td>
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<td>4.3</td>
<td>Construction Administration</td>
<td>28 months</td>
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<tr>
<td>4.4</td>
<td>Post Construction inspection</td>
<td>Expiration of one-year warranty period</td>
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Assumptions:

1. Draft submittal at 100% CD only
2. No design reports past SD; bi-monthly workshops will be held thru DD’s in accordance with 3.1.4 of Exhibit A-5
3. No BHS except for BMU tying into existing system
4. Above dates were negotiated based on an estimated May 9, 2011, Notice to Proceed (NTP) for this fifth Amendment. End dates will be adjusted by the Contract Administrator using the actual NTP date.
EXHIBIT A-2 - SCOPE OF WORK, T4 Eastern Expansion

EXHIBIT A-2

SCOPE OF WORK

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List of Acronyms

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2.0 Basic Services

3.0 Task 6-1 – Eastern Expansion
   3.1 Design Development
   3.2 Construction Documents

4.0 Task 6-4 – Permitting, Bidding, Construction Phase Services, and Post Construction Support
   4.1 Permitting
   4.2 Bidding and Award of Contracts
   4.3 Construction Phase Services
   4.4 Closeout and Warranty Administration Phase

5.0 Task 6-5 – Optional Services

Attachments

Attachment A Design Schedule
Attachment B Deliverables
Attachment C Contract Limit Diagrams
Attachment D BCAD Electronic Media Submittal Requirements
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Full Form</th>
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<tr>
<td>AHJ</td>
<td>Authorities Having Jurisdiction</td>
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<tr>
<td>ATDS</td>
<td>U.S. Customs and Border Protection Airport Technical Design Standards for Passenger Processing Facilities</td>
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<td>Broward County Aviation Department</td>
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<td>BCS</td>
<td>Broward County Building Code Services</td>
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<td>BHS</td>
<td>Baggage Handling System</td>
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<td>Construction Project Manager</td>
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<td>Explosive Detection System</td>
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<td>FFE</td>
<td>Furniture, Fixtures and Equipment</td>
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EXHIBIT A-2

SCOPE OF WORK

1.0 Project Description and Program

The following paragraphs form a general description of the professional services required for the design and construction of new Terminal 4 (T4) 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 T4 facilities.

1.1 Project Description

1.1.1 The Eastern Terminal Expansion Project is the second phase of the Terminal 4 Gate Replacement Project. The Eastern Expansion provides the connection to the Western Terminal Expansion to complete the Concourse G 14-gate facility. Operational and support facilities are expanded at the ramp level. Passenger facilities are extended on the concourse level with additional support and concession areas. Eight (8) international/domestic swing gates are built as part of this second phase. The sterile corridor is completed providing connection to the Federal Inspection Services (FIS) area. After the easternmost gates and its sterile corridor connection to the FIS of the Eastern Terminal Expansion are operational, the existing Concourse H will be demolished. Upon the connection between the Western and Eastern Terminal Expansions, a total of twelve (12) international/domestic swing gates and 2 domestic only gates will be operational.

1.1.2 The Project Site is located at:
Terminal 4
Fort Lauderdale-Hollywood International Airport
Task 6-1 - Eastern Expansion project limits (Attachment C: Contract Limit Drawings)

1.1.3 Under this Amendment Number 6 there are Basic Services Tasks and Optional Services Tasks.

- Task 6-1 – Design Development and Construction Documents for the Eastern Expansion: Design services for the Eastern Expansion will be delivered in one (1) major bid package to include the construction of the eastern eight (8) swing gates for concourse G and demolition of the
existing concourse H, in general accordance with the previously approved Schematic Design for the Eastern Expansion dated April 18, 2011 while remaining consistent with the design elements of the Western Expansion. This scope does not include gate relocations within the existing Concourse H. The design will also include the BCAD offices, which were previously approved as a part of the Design Development phase of Amendment 5 dated September 30, 2011.

While the FIS package is not included in this scope of work, limited work within the FIS area will be required to provide an operational Eastern Expansion, utilizing the current passenger throughput. This scope is primarily limited to work south of the existing FIS facility, in the new construction area and includes, connection of the new international inbound to a new carousel (or carousels) in the international baggage claim hall, as well as a vertical core from the sterile corridor and queuing space on the second level that will replace the existing queuing area to be demolished. BCAD will provide direction regarding design of this space with issuance of NTP. Review times for CBP and TSA are not included in the project design schedule.

Also included in the scope is utility work within the building required to maintain connectivity of major systems. Some of this work may occur in the Western Expansion, such as the work to add a chiller and connections from the chiller plant in the West to the Eastern Expansion.

PZ will include tenant spaces on the ramp level based on programming information received from BCAD with the NTP. This scope will be based on providing in-kind spaces to those in Concourse H scheduled for demolition. Should any such tenant space design be required in the Western Expansion, PZ may provide this design work as part of a separate package from the Eastern Expansion CD Package via optional services, depending on the desired construction delivery method of the work.

The designs provided herein shall be coordinated with, and be compatible with, the designs provided in Amendments 4 and 5 of this Agreement. CONSULTANT shall be responsible for coordination of the Western Expansion construction documents and the contract documents to be provided under this Amendment No. 6 to the Agreement and coordination with existing facilities, adjacent projects, concessions, and other tenants which meet code and Agency Having Jurisdiction (AHJ) requirements.
• Task 6-2 – Not Used.
• Task 6-3 – Not Used.

• Task 6-4 – Permitting, Bidding, Construction Phase Services, and Post Construction Support: Permitting, Bid and Award, Construction Phase Services and post construction support for the tasks as follows: One (1) permit package to include construction of the eastern eight (8) gates for Concourse G, demolition of the existing Concourse H, the BCAD offices, and the final international inbound baggage relocation.

• Task 6-5 – Optional Services: Services to be performed at the discretion of BCAD in accordance with the Agreement.

1.2 Preliminary Architectural Program

The architectural program for this Scope of Work is defined in Amendment 4 and is the April 18, 2011 Schematic Design while remaining consistent with the design elements of the Western Expansion. The CONSULTANT has advanced many elements of the design as part of Amendment 5 and shall incorporate those into the Eastern Expansion to provide a uniform facility between the Western and Eastern Expansion phases.

2.0 Basic Services

2.1 The services listed below, in addition to those specified by CONSULTANT’s Amendment 6 Agreement with COUNTY, are related to the specific project or other professional services as necessary to meet the needs of Broward County.

a) Architecture
b) Life Safety
c) Interior Design and FF + E
d) Structural Engineering
e) Mechanical Engineering including building controls coordinated with the existing building management system
f) Electrical Engineering
g) Plumbing Engineering
h) Fire Protection
i) Fire Alarm System
j) Information Systems (Communication, data, public address, CUSS)
k) Access Control and Security Systems
l) Surveying as required to support the civil design
m) Signage and Wayfinding

Consultant Services for Redesign of Terminal 4 at the Fort Lauderdale – Hollywood Airport (F.L.L.)
Pierce Goodwin Alexander and Linville, Inc. and Zyscovich, Inc., a joint venture
Amendment 6
January 30th, 2013
Exhibit A-2
n) Civil Engineering
o) Baggage Handling Systems Design (excluding domestic inbound and recheck facilities)
p) LEED Administration
q) Development of phasing plans (within 20' of the building footprint) to include Maintenance of Operations (MOO), Maintenance of Traffic (MOT), Maintenance of Passenger Movement (MPM) and any temporary facilities required to maintain operations as part of the Contract Documents
r) Geotechnical engineering, if additional investigations are required.
s) Passenger Boarding Bridge design for new gates
t) Lighting Design
u) Compliance with BCAD electronic media submittal requirements, Attachment D.

2.2 Provide design services in accordance with the design schedule (Attachment A, Design Schedule). The attached schedule does not include time for extended decision-making periods and assumes consistent and uninterrupted work flow. Owner directed changes provided after the completion of Design Development preparation task on the attached schedule (Attachment A, Design Schedule) may affect the design schedule and may be the basis for optional services.

2.3 CONSULTANT shall attend project progress meetings every two-weeks as well as separate design progress meetings to review and coordinate with PMO throughout the design phases of the Project. At each design progress meeting, CONSULTANT and PMO shall review the Project's budget, schedule, and scope in the context of the CONSULTANT's development, progress, and changes to drawings to date on the respective design phases of the Project and any special issues related to the continuing progress of the project. For each project progress review meeting, and as may be otherwise appropriate during any project design phase, CONSULTANT shall provide progress sketches and other documents sufficient to illustrate progress, the issues at hand, and the CONSULTANT's recommendation for the PMO's review.

2.4 CONSULTANT and representatives of each subconsulting firm shall attend a Design Phase Kick-Off meeting which will be scheduled by the PMO at the beginning of Design Development. 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 design phase of the project.
2.5 CONSULTANT, the PMO, and the artist(s) selected by COUNTY shall attend periodic coordination meetings throughout the project as scheduled by the PMO, or requested by the CONSULTANT, to address the incorporation of public art into the facility. The public art is going to expand the design of the terrazzo floor in the Western Expansion to the Eastern expansion.

2.6 CONSULTANT's services shall conform to BCAD requirements standards, plans, and guidelines (as they may be made available to CONSULTANT), or as otherwise directed in writing by BCAD, including but not limited to,
   a) Broward County Aviation Department Terminal Design Guideline Manual – April 2012
   b) Electrical Master and Distribution Study – December 16, 2011
   c) Broward County Aviation Department Communication Policy and Infrastructure Specifications – January 15, 2007
   d) Communications System Master Plan – October 21, 2011
   e) Water System Master Plan – May 2011
   f) Wastewater System Master Plan – May 2011
   g) Program Management Plan
   h) Terminal 4 Gate Replacement Schematic Design – April 18, 2011, while remaining consistent with the design elements of the Western Expansion
   i) Concourse G Aircraft Parking Alternatives – Alternative 7, Exhibit B8 – September 30, 2011 (Ricondo & Associates)
   k) Terminal 4 In-Line Baggage Screening Grant Application Report – July 21, 2010
   l) Transaction Agreement Between Department of Homeland Security Transportation Security Administration and Broward County Relating to Fort Lauderdale – Hollywood International Airport Checked Baggage Screening Project – August 16, 2011
   n) Signage & Wayfinding Guidelines
   o) Concessions Master Plan October 2012
   p) Program Phasing Plan

However, 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. The CONSULTANT shall notify the PMO of deviations from any of the above listed documents before proceeding with the work.
2.7 The CONSULTANT shall perform its services in accordance with the Program Management Plan (PMP), or as modified by BCAD. The PMP is a reference document outlining policies and procedures to be followed for scope defined in this Scope of Work and is not intended to imply additional scope. Should there be any conflict between the PMP and the Contract and its Exhibits, the Contract presides. CONSULTANT's Quality Control Plan (QCP) shall also conform to quality program elements described in the Quality Management Plan. The QCP shall be applicable to all services provided by the CONSULTANT under this Agreement including, but not limited to Amendment Nos. 4, 5, and 6, but will not be retroactive to work already completed.

2.8 CONSULTANT shall participate in, review and comment on Constructability and Value Engineering studies performed by the BCAD, PMO or CPM, and attend meetings as required, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any design phase of the project. In the event Contract Administrator accepts recommendations from Value Engineering and Constructability studies, CONSULTANT shall implement same upon receipt of written direction from the CA, including providing revised drawings and specifications or other documents. Constructability reviews performed by others does not relieve CONSULTANT from their requirement to prepare complete phasing MOT, MOO and MPM plans which must address the constructability reviews noted above.

2.9 CONSULTANT shall be required to submit various documents as identified in this scope of services in both hardcopy and electronic media formats. Electronic media submittals shall be submitted in accordance with Attachment D: Electronic Media Submittal Requirements. Documents, electronic media and other materials submitted to PMO by CONSULTANT shall be retained by the PMO and Contract Administrator except as otherwise noted herein and are subject to the ownership provisions of this Agreement.

2.9.1 Shape files of the building outline for use in GIS to assist BCAD in meeting the requirements of FAA AC-150-5300-18 will be provided at Design Development, 100% CDs, and Record Drawings. Electronic media containing shape files should be provided within one week of the submittal date, following the submittal of prints, PDF, and CAD files.

2.9.2 PDF and CAD files will be provided at every submittal.
2.10 CONSULTANT shall make complete document submittals to the PMO at the various design phases listed below. Partial submittals may be requested through the PMO and may be allowed only when CONSULTANT has received advance approval in writing by the Contract Administrator. Partial submittals made without advance approval shall be returned to CONSULTANT unreviewed and unaccepted by the PMO and subject to revision and resubmittal.

2.11 The CONSULTANT shall pursue design principles and guidelines established by the United States Green Building Council (USGBC) for achieving basic LEED Certified Building and Site Development in all Project Phases as part of Basic Services.

2.12 LEED Administration, which includes, but is not limited to, registering the Project with the USGBC for LEED certification, assigning appropriate access to the project on the GBCI website for all team members (including CONSULTANT, contractor, and owner), collect (P.O. delivery receipts, invoices), populate and update the team’s project information on the website, researching and requesting credit interpretation requests when required, ongoing evaluation of checklists and achievable credits, management of team member’s deadlines for tasks related to template population and project information, and response to USGBC’s review comments. CONSULTANT will provide LEED Administration until completion of the USGBC’s recommendation process. The LEED password will be shared with the Contract Administrator. During the construction phase, PZ will furnish the County with a Monthly Progress Report to include the Contractor(s)’s and the projects’ progress toward achieving LEED certification and identifying which of those elements of the work that are intended to earn LEED points have been installed or have been completed. LEED administrator will review each contractor’s Monthly Progress Report to verify relevant information is included as part of the pay application submittal.

2.13 The CONSULTANT will be required to coordinate with the Program Management Office (PMO) and other consultants doing planning, design work, construction work and construction management (CPM) at the FLL Airport which may affect the Terminal 4 Gate Replacement Project. The PMO will be the point of contact for such coordination. These tasks also include coordination with the contractor(s) and General Engineering Consultants (GEC).
2.14 The CONSULTANT must also coordinate with other agencies and governmental authorities so the design is in compliance with any published and established safety, air space, security, engineering, operating and construction requirements including but not limited to FAA, 2007 Florida Building Code, Broward County Agencies, the Broward County Aviation Department (BCAD), Local, State and Federal Authorities Having Jurisdictions (AHJ), including height and type of structure, site improvements, adjacent roadway design, final geometry and utility modifications.

2.15 As requested by the CONSULTANT, or at the discretion of BCAD or the PMO, coordination and communication with the Transportation Security Administration (TSA) and with the Customs and Border Protection (CBP) agencies will be conducted by BCAD/PMO and CONSULTANT will participate and assist as required.

2.16 The CONSULTANT is responsible for the coordination of the bid package for the Eastern Expansion with the Western Expansion.

2.17 The CONSULTANT will have project management responsibilities throughout the duration of the project that apply to all tasks outlined in this Scope of Work. These responsibilities include coordination of project tasks among the CONSULTANT team, management of Subconsultants, and coordination with the Contractor, CPM, adjacent projects, BCAD business partners, and BCAD through the PMO as described below.

2.18 Overall project management services include the coordination of the CONSULTANT's work tasks with BCAD's desire for successful completion of the projects in accordance with approved budget and schedule. A key to this success is the complete and efficient management of all Subconsultants contracted with the CONSULTANT. Concise and manageable project control procedure will be utilized through completion of the defined work in accordance with the CONSULTANT's QA/QC plan.

2.19 The CONSULTANT will continue to submit its monthly progress report (a PMO/BCAD approved method of monitoring the progress of the work required to successfully complete the project) which includes the following items: (a) detail reporting of the progress made for the reporting period, and (b) the design schedule will be updated monthly to ensure that the work tasks are being
performed in a timely manner. Key milestones, as approved by PMO/BCAD will be identified on the schedule, including:

- Deliverable submissions by Task
- PMO/BCAD review deadlines

2.20 The CONSULTANT will prepare and submit specified deliverables at key milestones in accordance with Attachment A: Design Schedule. At the completion of the Design Review period, the PMO will compile a list of the design reviewers comments, questions and observations associated with the review of the CONSULTANT's submissions. The CONSULTANT will compile all the CONSULTANT's and Subconsultant's responses to comments into one comprehensive document and submit it back to the PMO within the approved time period identified on the design project schedule. The PMO will coordinate a comment resolution meeting to resolve comments. The CONSULTANT will incorporate comments agreed per the comment resolution meeting into the drawings and specifications.

2.21 The CONSULTANT will attend all related project design meetings as required by the PMO. Responsibility for agenda, meeting minutes, action items, etc. rests with the party organizing the meeting. Progress meetings will be held every other week during the design phases. During the Construction Phase Services the CONSULTANT shall attend the CPMs weekly construction progress, or job meetings as required.

2.22 The CONSULTANT shall participate in the commissioning process as defined in the AEP Commissioning Guideline (PMP Appendix 9.0). Commissioning services shall be provided by the CPM within the guidelines of the PMP and ASHRAE Guideline 0-2005. The CONSULTANT shall perform the following activities that support commissioning provided by the CPM:

a) Develop the Basis of Design (submitted with DD),
b) Review and approve system and component installation as specified,
c) Provide technical expertise and participate in commissioning meetings,
d) Witness tests as specified in construction documents, as requested,
e) Review and acceptance of test results submitted by the CPM,
f) Review and acceptance of Owner training plans submitted by the contractor,
g) Review and acceptance of operation and maintenance manuals,
h) Review system reports provided by the CPM, and
i) Review final commissioning report provided by the CPM.
3.0 Task 6-1 Eastern Expansion

3.1 General Description

3.1.1 CONSULTANT shall develop and elaborate the design based on the April 18, 2011 Schematic Design for the Eastern Expansion. The CONSULTANT shall incorporate design elements and details from the Western Expansion to provide uniform structure, building systems, and finishes.

3.1.2 The design will also include the BCAD offices, which were previously approved at Design Development of Amendment 5 dated September 30, 2011.

3.1.3 Phasing, MOT, MOO and MPM options will be developed and incorporated into the design documents for areas within 20' of the building footprint. CONSULTANT will coordinate through the PMO with BCAD, T4 tenants, and the CPM to develop the phasing and MOT, MOO and MPM plans.

3.2 Design Development for the Eastern Expansion

3.2.1 CONSULTANT shall, prior to commencing design activities, perform due diligence and observe existing site conditions against as-built conditions for areas not laser scanned. Upon discovery of any differing conditions, CONSULTANT shall notify the PMO. If no record (photographs and other written or graphic documentation) of existing facilities was made during the Amendment 4 Validation or Schematic Design, 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) Power supplies, switch gear, breaker panels, and transformers
2) Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs
3) Roofing, waterproofing and building envelope systems
4) Site drainage systems and water retention characteristics, up to 20-feet from the building line, except as required to tie into existing utilities as established at the completion of Design Development and prior to the completion of the comment resolution of Design Development phase
5) On site structures requiring demolition which require removal (and/or other disposition) prior to commencement of work on the Site

6) Baggage handling system for Eastern Expansion area only (not to include CBIS, domestic claim area, or recheck).

B) Conduct site observations. 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.

C) In advance of the Design Report the CONSULTANT shall present the findings outlined in 3.2.1 A and B and discuss at design progress meetings.

D) The Utilities Atlas noted in Section 2.6 shall be utilized in lieu of physical utility locations. CONSULTANT shall visually verify the locations of utility structures, valve covers, etc., within the project limits prior to starting design. CONSULTANT will notify PMO when the design reveals that conflicts are likely and will, with prior written approval from CA, exercise an optional service to locate such utilities.

3.2.2 CONSULTANT shall coordinate field walkthroughs through the PMO with BCAD and tenants to identify materials and equipment to be salvaged in the Concourse H demolition. Salvaged materials for use by BCAD will be identified in the demolition documents.

3.2.3 In the event that CONSULTANT believes that the scope, schedule or budget is not achievable, CONSULTANT shall notify the PMO in writing as to the reasons one or all of them are unreasonable or not achievable.

3.2.4 CONSULTANT shall investigate and determine the municipal, county and other jurisdictional agencies (such as the South Florida Water Management District, etc.) coordination required for the Project and, through the Contract Administrator, make applications for site plan and assist Owner in preparation of other applications as appropriate to this design phase of the Project. CONSULTANT shall review and comment on the CPM's list of permits and approvals required by such agencies, and shall coordinate with PMO concerning the timing, application requirements, fees and other matters pertaining to those agency approvals. CONSULTANT, as required by the PMO, 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.

3.2.5 The CONSULTANT shall provide a Design Report consisting of design criteria, assumptions, relevant design calculations, and appropriate backup material, including but not limited to catalog cuts and data sheets in support of the DD phase. The information collected during the due diligence phase will be included as a part of the Design Report.

3.2.6 As part of the Design Report the CONSULTANT will also prepare the following:
A) A list of required actions, approvals, or additional information required from others which will affect the orderly and timely completion of the CONSULTANT's services.
B) A summary of applicable agreements needed with outside agencies or utilities, together with proposed action thereon.
C) A preliminary equipment list showing those items to be purchased, existing equipment, and any other items to be identified and furnished by BCAD for incorporation into the Project.
D) A listing of long-lead-time items.

3.2.7 CONSULTANT shall prepare, submit and present to the PMO, Design Development Phase documents, comprised of the following deliverables in addition to those identified in the Attachment B: Deliverables – Design Development:
A) Provide renderings of the 14-gate facility. Provide interior and exterior views and include an electronic format and color prints to be provided as directed by the PMO. Renderings will be developed based on the DD drawings and delivered within 30 days of the completion of the DD phase. Renderings will be a reimbursable expense.
3.2.8 Staff from each of CONSULTANT’s major technical disciplines, and Subconsultants as necessary shall attend coordination, review and presentation meetings with the PMO and BCAD stakeholders to explain the design concept and technical resolution of their respective building or site systems.

3.2.9 CONSULTANT shall submit copies of deliverables, including those defined in 3.2.7.A, as requested by the PMO and as specified in Section 1.0 of Attachment B: Deliverables to this Exhibit A-6, of all documents required under Design Development (except where otherwise specified), as a reimbursable expense. The PMO, CPM, and BCAD shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on Attachment A: Design Schedule. CONSULTANT shall modify the design drawings and specifications upon receipt of the reconciled comments for incorporation into the next phase of work. An NTP will not be issued between design phase submittals.

3.3 Construction Documents for the Eastern Expansion

3.3.1 75% Construction Documents (75% CDs):
A) Upon completion and submittal of the previous phase drawings, CONSULTANT shall prepare 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.
B) CONSULTANT shall prepare, submit and present to the PMO, 75% CDs, comprised of deliverables identified in the Attachment B: Deliverables – 75% CDs:
C) Staff from each of CONSULTANT’s major technical disciplines, and Subconsultants as necessary shall attend coordination, review and presentation meetings with the PMO and BCAD stakeholders to explain the design concept and technical resolution of their respective building or site systems.
D) CONSULTANT shall submit copies as requested by the PMO of all documents required, as a reimbursable expense, for approval by the CA. The PMO, CPM, and BCAD shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on Attachment A: Design Schedule.
CONSULTANT shall modify the design drawings and specifications upon receipt of the comments for incorporation into the next phase of work. An NTP will not be issued between design phase submittals.

3.3.2 **100% Construction Documents** (100% CDs):

A) Upon completion and submittal of the previous phase, CONSULTANT shall prepare, Final Construction Documents setting forth in detail the requirements for the construction of the Project. CONSULTANT is responsible for the compliance of the design with all applicable codes.

B) Upon completion of the 100% Construction Documents, CONSULTANT shall submit to the PMO copies, in quantities requested by the PMO, of check sets of the Drawings, Specifications, reports, and such other documents as reasonably required by the PMO. The 100% Construction Documents shall conform to the Amendment 6 scope of work. CONSULTANT shall, through the PMO, coordinate project specific requirements with other participating COUNTY review agencies (Office of Economic and Small Business Development, Risk Management Division, County Attorney, etc.) and others having jurisdiction or special interest in the Project.

C) All documents for this phase shall be provided to the PMO in both hard copy and in electronic media.

D) CONSULTANT shall prepare, submit and present to the PMO 100% CDs, comprised of deliverables identified in the Attachment B: Deliverables – 100% CDs. The PMO, CPM, and BCAD shall review submitted documents and provide written review comments to CONSULTANT within the time frames established on Attachment A: Design Schedule.

E) Once comments are incorporated, CONSULTANT will resubmit the 100% backcheck drawings and specifications for permitting and bidding. Contract documents shall be included with this submittal.

F) General Requirements:

1) The 100% backcheck submittal is the official record set and shall be the bid set documents.

2) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by a Florida registered architect (CONSULTANT) and respective registered professionals, 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 all applicable codes and the Florida Building Code and pertinent Broward County amendments thereto."

3) Engineering calculations as required for permitting 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 both electronically and in hardcopy form (one copy) to the PMO as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.

5) Within the 100% CDs, Consultant will separately identify each item of work that is intended to be submitted to the GBCI to contribute to the LEED points to be earned by the Project.

3.3.3 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 required approvals for permits by reviewing authorities prior to the commencement of bid and award of the contract and in accordance with Attachment A: Design Schedule. 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 required to obtain jurisdictional approval for the project.

B) Any changes to the project drawings or project manual or other supporting document made necessary by jurisdictional reviews shall be made by CONSULTANT.
4.0 Task 6-4 Permitting, Bidding, and Construction Phase Services
   For each of:
   Task 6-1: Eastern Expansion

4.1 Permitting

A) CONSULTANT shall, with the PMO's assistance, file the signed and sealed 100% backcheck 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 permit approval. CONSULTANT shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities. CONSULTANT shall attend and provide representation at all review meetings, workshops, hearings and Commission meetings concerning the work as conducted by other jurisdictional agencies. CONSULTANT shall submit documents, attend meetings and provide other support as necessary to participate in any submittals, resubmittals, review meetings, presentations or negotiations required to obtain jurisdictional approval for the project.

B) Changes to the plans, specifications, or other supporting document made necessary by jurisdictional reviews shall be made by CONSULTANT.

4.2 Bidding and Award of Contracts

For each bid package, CONSULTANT will provide support to BCAD/PMO as noted below:

4.2.1 CONSULTANT shall submit two complete sets of the 100% backcheck documents issued for bids to the PMO.

4.2.2 Reproduction of Plans for the Bidding Contractors
CONSULTANT will distribute bid documents to interested bidders in CD-ROM format and at bidders' cost. CONSULTANT will provide BCAD with a log of all interested bidders, including bidder's company name, point of contact, address, e-mail, and phone number. With prior Contract Administrator approval, the CONSULTANT will provide a complete hard-copy set of bid documents, including addenda, to bidders.
4.2.3 Pre-bid Conference
CONSULTANT will attend the Pre-Bid Meetings to provide scope, design, and technical support. CONSULTANT will assist BCAD/PMO staff in the preparation of Pre-Bid Conference Agenda, including the compilation and distribution of meeting minutes as part of a County Addendum to the bidding process.

4.2.4 Addenda
CONSULTANT will provide responses to Bidders' questions in writing or, if required, for issuance of County Addenda to the Bid Documents. Construction Documents will be updated incorporating comments from permitting agencies, as well as incorporating addenda comments from bidders.

4.2.5 Bid Evaluation
The County will prepare the bid tabulation. The CONSULTANT will review the bid tabulation; identify major discrepancies between bidder's costs and the reconciled construction cost estimate; and provide to the Contract Administrator, through the PMO, a concurrence letter to recommend award. The CONSULTANT will prepare an electronic bid form with mathematical extensions for bidder's use.

4.2.6 Conformed Construction Documents
After bids have closed and all permit comments have been satisfied, CONSULTANT will prepare a set of conformed Construction Documents, incorporating all modifications resulting from bidding and permitting. The conformed Construction Documents will be delivered to the PMO in accordance with Section 1.0 of Attachment B: Deliverables.

4.3 Construction Phase Services (CPS)
CONSULTANT will provide administration and design support services during construction. The specific tasks to be completed by CONSULTANT includes review of submittals and RFIs, periodic construction observation of the Contractors Work, responding to any critical schedule or cost critical issues during construction, supporting the CPM's review of change order documents, preparation of supplemental instructions, development of punch list, and preparation of the record drawings based upon the Contractor's As-built drawings.
Included in this scope of services is nine months of CPS for the SSCP Demo Package being constructed out of sequence with the Western Expansion Foundation Package.

4.3.1 Shop Drawings

CONSULTANT shall review, comment on, and accept final Contractor submittals such as shop drawings, product data and samples within fourteen (14) calendar days of receipt to assure adherence to the intent of the construction drawings and specifications. Review of Contractor-requested changes or substitutions are included in this scope item. CONSULTANT shall review all shop drawings no more than twice (initial and one follow-up). All subsequent required reviews shall be reimbursed to the CONSULTANT at the applicable rates set forth in Exhibit B to the Agreement.

4.3.2 Contractor's Request for Information (RFI's)

CONSULTANT will prepare written responses to RFIs on the technical drawings and specifications. The written responses shall not exceed six (6) calendar days from receipt of the RFI.

4.3.3 On-Site Project Representative (PR)

CONSULTANT will provide a full-time, on site Project Representative throughout the construction phase for all tasks for the entire Terminal 4 Gate Expansion project (including Amendment 5) once the Eastern Construction Phase Services commence. It is intended that the construction of the project will be continuous from the start of the first package to the substantial completion of the last package. This Representative, who shall be approved by the BCAD and PMO, is not required to be a senior level licensed professional, but shall have experience necessary to perform the following on-site services. This representative shall perform field observations during the construction; provide weekly observation reports to the PMO; facilitate opinions from the design team on the construction conformance to plans, specifications, and design intent; facilitate reviews and approvals of shop drawings; review and manage responses to RFIs; review Contractor as-builts to determine adequacy in documenting field changes; and assist the CONSULTANT with the final Record Drawings. The PR will participate in the review of field changes, field directives, change orders, conflict resolution, daily inspection reports, and test results, and will participate in all weekly construction progress meetings. The PR will work closely with the CPM and provide necessary support by the design team on all
aspects of the construction. The PR will participate in the pre-final, substantial completion inspection and an associated punch list, and final inspection for construction acceptance. The PR will coordinate any CONSULTANT site visits to support the construction and support BCAD operational readiness. Office and equipment for the PR will be provided by the BCAD in the CPM on-site offices.

4.3.4 CONSULTANT Site Visits

A) CONSULTANT 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.

B) CONSULTANT shall promptly submit to PMO 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.

C) CONSULTANT shall, based upon its on-site visits, promptly report to the CPM and PMO 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.

D) CONSULTANT shall attend weekly construction coordination meetings.

4.3.5 Testing and Inspection

No Testing or Construction Inspection services will be provided by CONSULTANT. CONSULTANT will coordinate with and support the CPM for any design interpretation issues. CONSULTANT will review, within six (6) calendar days; all test data for conformance to the design.

4.3.6 Project Record Drawings

When the Contractor, through the CPM, gives notice that the Work, or a designated portion, which is acceptable, is sufficiently and substantially complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, CONSULTANT will:

A) Be provided with a set of as-built drawings.

B) Review the as-builts for consistency with the Construction Documents, RFls, and changes to the Work.
C) Prepare Record Drawings in the native CADD format in which they were produced and in hard copy, based on information furnished by the Contractor, through the CPM, and as verified to the best of the CONSULTANT's ability.

4.4 Closeout and Warranty Administration Phase

For each task, the CONSULTANT will provide the following services:

4.4.1 Assist the PMO in the development of the project closeout book.

4.4.2 Warranty Inspection: The Consultant shall coordinate with the PMO to jointly perform a preliminary warranty inspection of each substantial completion 60 calendar days prior to the end of the warranty period to determine that the work constructed meets the requirements of the construction documents. The Consultant shall document any discrepancies and deficiencies and forward its findings to the PMO. The Consultant shall also review any available maintenance records that may have documented discrepancies and deficiencies of the construction work and forward its findings to the PMO. Once all corrective work has been completed by the contractor(s), the Consultant, in concert with the PMO will perform a final warranty inspection to ensure all corrective actions have occurred and meet the construction specifications requirements. If all corrective actions meet the requirements of the contract documents, the Consultant shall issue a final warranty report to BCAD and PMO.

4.4.3 Deliverables
A) Warranty and Post-Construction Report (due no more than 30 calendar days after warranty inspection)

B) At substantial completion, the PMO will submit to the CONSULTANT a complete printed set of as-built construction documents. The CONSULTANT will incorporate the changes identified on the as-built documents to prepare a set of as-built record drawings, in hardcopy and electronic format, to deliver to the PMO within 120 days after receipt of the as-built construction documents.

5.0 Task 6-5 Optional Services

Optional services are defined in Exhibit F.
Attachment A - to Exhibit A-2
DESIGN SCHEDULE

Project No: 3300
Project Title: Terminal 4 Eastern Expansion
Facility Name: Fort Lauderdale Hollywood International Airport

The required project schedule milestones for this project are presented below. Items marked undetermined require additional development and submittal of the Consultant's Project Development Schedule as required by the Professional Services Agreement for this project.

NTP)

TASK 6-1 - EASTERN EXPANSION
DATE REQUIRED OR ESTIMATED TIME PERIOD

Design development
Consultant’s Document Preparation & Submittal 127 Days
PMO and County Review 14 Days
Consultant’s Respond to Review Comments 14 Days

Construction Documents Development
75% Construction Documents
Consultant’s Document Preparation & Submittal 75 Days
PMO and County Review 14 Days
Consultant’s Respond to Review Comments 14 Days

100% Construction Documents
Consultant’s Document Preparation & Submittal 60 Days
PMO and County Review 14 Days
Consultant’s Respond to Review Comments 14 Days

100% Backcheck Documents
Consultant’s Document Preparation & Submittal 30 Days
PMO and County Review 14 Days

Task 6.4 – Construction Phase Service
DATE REQUIRED OR ESTIMATED TIME PERIOD
(From NTP each phase)
Permitting and Bidding 160 Days
Construction Phase Services 40 Months

Record Drawings
After Receipt of Contractor’s as-built drawings 120 Days
Attachment B - to Exhibit A-2

DELIVERABLES

Project No: 3300
Project Title: T4 Eastern Expansion
Facility Name: Fort Lauderdale / Hollywood International Airport

1.0 Deliverable Quantities: Consultant shall provide five hardcopies and ten electronic copies (compact discs with PDF files) at the completion of each phase, with any additional copies to be provided as requested by the PMO. Electronic Media with CAD and GIS compatible files to follow within 7 days of hardcopy/PDF submittal.

2.0 Design Development (applicable to Task 6-1):

2.1 Design Development Phase documents, comprised of the following:

A) Drawing and Technical Specification Documents including the following:
   1) Civil site plan(s) showing, site survey requirements, drainage, sewage disposal and water supply system, chilled water supply and return piping.
   2) MOT and MOO plan developed by CONSULTANT in coordination with CPM, PMO, BCAD, Development of phasing plans to include Maintenance of Operations, Maintenance of Traffic, Maintenance of Passenger Movement (MPM) and any required temporary facilities required for maintenance of operations as part of the Contract Documents
   3) Phasing plans
   4) Geotechnical recommendations
   5) Floor plan(s) including, but not limited to, the following:
      a. A floor plan or series of plans, drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without breaklines.
      b. Phasing plans drawn at a scale that will allow the entire facility to be shown on one sheet, when size allows. Due to large size of project, some phasing plans may need to be area-specific.
      c. Floor plans drawn at 1/8 inch or larger scale showing occupied spaces or special rooms with dimensions for equipment, sanitary facilities, stairs, elevators, and identification of accessible areas for the disabled.
i. 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, when size allows. Due to large size of project, furniture and equipment may not be legible when shown on an overall plan; in this case, furniture and equipment will be shown on enlarged area plans.

ii. 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.

iii. Large scale plans (at a minimum of ¼ inch scale) for restrooms, stairs, Security Screening Checkpoint (SSCP), and other spaces that require detailed delineation of furniture, fixture and equipment. Provide detailed plans (at a minimum of 1/4 inch scale) for mechanical rooms, electrical rooms, IT rooms, and elevator machine rooms.

iv. Reflected ceiling plan(s) (corresponding to scale, orientation and layout of building floor plans) indicating ceiling-mounted 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.

v. Formatting (through the use of break lines as necessary) allowing the use of standard 30 inch by 42 inch drawing sheets.

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.

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 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 section 489.105(n),
Florida Statutes and other applicable rules and regulations.
b. By symbol, indicate exits (required/provided), fire extinguishers, and other appropriate life-safety equipment relevant to the facility not shown on engineering drawings.

9) Plumbing fixture locations, fixture schedule and fixture unit calculations

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

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

12) Preliminary Structural Drawings including plans and sections indicating systems, connections and foundations.

13) 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), liquid petroleum (LP) gas pipe lay out, and any tie in or connection to existing utilities within the contract limits. 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 at the DD phase.

14) Electrical, Fire Alarm, Communications and Security Drawings including reflected ceiling plans, lighting layouts for the outdoors and interior spaces, and a one line diagram of the electrical distribution system in all spaces. Indicate location of all the main components of the electrical system such as transformers, panels, main switch gear, and emergency generator, location of communications rooms, cable or closed circuit television, head-ends, radio antennas, and satellite and short wave dish antennas and equipment, master clock, and 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.

15) Equipment and Furnishing Drawings: Provide floor plans indicating the locations of 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.

16) Technical Specifications will be based on the set of Technical Specifications developed for the Western Expansion. PZ shall develop outline specifications for new and updated sections required for the Eastern Expansion. Division 1 will be provided by the County for review, coordination, and printing.

17) Signage and wayfinding as required to indicate the final 14-gate configuration.

B) Florida Energy Efficiency Code for Building Construction (FEEC) required forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted.

C) CONSULTANT shall advise the PMO and Contract Administrator of any adjustments to the DD that may, in the opinion of the CONSULTANT, affect the project budget. 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 obtain those independent cost estimating services through the CPM.

D) A design report.

E) Provide colorboards of material types and color selections for all basic building finish materials, which shall be coordinated with the complimentary areas in the Western Expansion. Provide a single copy of each colorboard.

F) CONSULTANT shall provide a one-day workshop at the completion of the phase to review the disciplines with the PMO, CPM, and BCAD stakeholders. CONSULTANT shall provide meeting minutes within one week of the workshop.

3.0 Construction Documents (applicable to Task 6-1):

3.1 75% Construction Documents Submittal: CONSULTANT shall make a 75% CD submittals for Tasks 6-1 and 6-2, for approval by the Contract Administrator, which shall include five (5) sets of the following:

A) 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 70% and 75% Contract Documents submittal.
B) Drawings:

1) Site Plan(s) and detailing which, in addition to the DD requirements, indicate:
   a. Existing site features or amenities to remain, limits of Work area, locations of temporary structures, and staging areas and related Contractor facilities, as developed with the CPM and PMO 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, piping, control devices and other applicable system components.
   e. Final location for manholes, handholes, pull boxes as applicable and as coordinated with other consultants performing site work.
   f. Layout of underground distribution systems (normal power, emergency power, fire alarm, communications, security, control and spares).
   g. Details of all curbing, typical parking spaces (regular and accessible), accessibility ramps and curb cuts, light fixtures, and any other site improvement or condition pertinent to the scope of work.
   h. Plans and details of new site equipment or furnishings including site improvements and equipment, pavements, signage site and security lighting, dumpster areas, and other equipment or improvements appropriate and necessary for the project.

2) Phasing plans to delineate the order of the construction and delineating staging and storage areas in coordination with CPM and PMO, temporary buildings or structures, temporary utilities, other temporary constructions, construction access in coordination with CPM and PMO (including routes, parking and delivery locations), site barriers, and other area designs and protective measures to control and separate the public from construction activities and traffic.

3) Full floor plans including:
   a. All necessary dimensions and any target notes explaining the extent of Work, wall types, or other applicable components or assemblies.
   b. Note chases and 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.

4) Demolition Plans: Indicate required demolition activities.
   a. Provide on their own sheets, 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: indicate where partial walls are being removed or altered, existing room names and numbers, existing partitions, plumbing, HVAC or electrical elements as applicable.
   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 protective barriers and safeguards (indoor and outdoor) to provide separation of construction activities and protection of COUNTY's existing facilities.

5) 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.

6) Building and wall sections.

7) Reflected ceiling plans indicating ceiling types and heights, ceiling mounted 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.

8) 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 appropriate dimensions to locate the items noted previously, and show detail targets where necessary to reference detailed drawings.
9) Building sections and large scale wall sections as appropriate to this level of document development. Include clear graphics and notes on construction assemblies and systems to be used, dimensions, and heights. Provide larger scale detailing to delineate solutions for connections.

10) 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.

11) Details of casework as necessary to appropriately delineate custom or pre-manufactured casework.

12) Details of the following:
   a. Door jamb, head and sill conditions.
   b. Drawings 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.
   c. Wall and partition types including identification of rated assemblies.
   d. Window head, sill and jamb conditions.
   e. 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.
   f. Interior or exterior expansion control connections and related flashings, cover plates, applied sealants, etc.
   g. Other specialized items necessary to clearly express the intent of the project design.

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

14) 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.
15) 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 1/4 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.

16) Electrical: Provide drawings for the following systems:
   a. Lighting including circuiting and luminaire identification and switching.
   b. Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical and communications systems as required. 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. Provide 1/4" scale floor plan and wall elevations for all electrical rooms.
   g. Indicate surge protection.

17) 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.

C) Progress construction specifications:
   1) Include progress set for Divisions 2-17 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.
2) Specification sections shall be organized to follow the Construction Specification Institute's (CSI) 16 Division format as provided for the Western Expansion.

D) 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.

E) Written notification 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.

4.0 100% Construction Documents Submittal:

A) Drawings: The drawings shall include, in addition to the 75% document requirements specified above, the following:

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

2) Plans and details including, but not limited to:
   a. Title sheet utilizing BCAD'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. Phasing/MOT/MOO/MPM sheets
   d. Demolition sheets and temporary facilities
   e. Civil sheets including paving; drainage and, pipe, culvert, utilities,
   f. Structural floor plans; roof plans; framing plans; sections; details; beam and column schedules, and foundation plans.
   g. 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 analysis have been incorporated into the documents.

h. Electrical sheets including floor plans; sections; elevations; details; riser and other diagrams; fixture, panel and other schedules; and other applicable drawing information.

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

j. LEED work items. Elements of the Work that are intended to be submitted for LEED certification shall be separately identified in the Plans or Specifications so the bidders can identify them prior to submitting their bids.

B) Consultant’s Project Manual. CONSULTANT shall review and coordinate with the PMO regarding the PMO’s 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. However, in no case will CONSULTANT amend or delete items from these documents without prior written approval from Contract Administrator.

2) Final specification sections for Divisions 2 through 16.

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

*****REMAINING PAGE INTENTIONALLY LEFT BLANK***************
LEGEND

- NEW CONSTRUCTION
- DEMOLITION
- RENOVATION
- NEW CONSTRUCTION - INTERIORS ONLY

NOTES:
1. Outlines show approximate limit lines for new work and renovation.
2. This is a diagram only and does not represent design work.
3. Outline for new construction includes apron area 20' from the building line.
4. Items included that may extend beyond the 20' limit are grease traps, PBB foundations, and water storage tank.
5. Utility lines required for systems are included, but not detailed here in accordance with the scope of work.
6. May include in-kind tenant information for build-out in West or East in accordance with scope of work.
LEGEND

- NEW CONSTRUCTION
- DEMOLITION
- RENOVATION
- NEW CONSTRUCTION - INTERIORS ONLY

NOTES:
1. Outlines show approximate limit lines for new work and renovation.
2. This is a diagram only and does not represent design work.
3. Utility lines required for systems are included, but not detailed here in accordance with the scope of work.
4. May include in-kind tenant information for build-out in West or East in accordance with scope of work.

CON COURSE LEVEL DIAGRAM

Direction regarding design for area of new construction containing CBP functions (vertical core and queuing) to be provided by RCAD per Attachment A - Design Schedule.
ATTACHMENT C: CONTRACT LIMIT DIAGRAMS

LEGEND

- NEW CONSTRUCTION
- DEMOLITION
- RENOVATION
- NEW CONSTRUCTION - INTERIORS ONLY

THIRD LEVEL

NOTES:
1. Outlines show approximate limit lines for new work and renovation.
2. This is a diagram only and does not represent design work.
3. Utility lines required for systems are included, but not detailed here in accordance with the scope of work.
4. May include in-kind tenant information for build-out in West or East in accordance with scope of work.
ATTACHMENT C: CONTRACT LIMIT DIAGRAMS

LEGEND
- NEW CONSTRUCTION
- DEMOLITION
- RENOVATION
- NEW CONSTRUCTION - INTERIORS ONLY

NOTES:
1. Outlines show approximate limit lines for new work and renovation.
2. This is a diagram only and does not represent design work.
3. Utility lines required for systems are included, but not detailed here in accordance with the scope of work.
4. May include in-kind tenant information for build-out in West or East in accordance with scope of work.

FOURTH LEVEL
Attachment D to Exhibit A-2

BCAD ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS FOR T4 EASTERN EXPANSION PROJECT

Project No: 3300
Project Title: T4 Eastern Expansion
Facility Name: Fort Lauderdale / Hollywood International Airport

The Broward County Aviation Department (BCAD) will be utilizing electronic media as the principal way it develops, communicates, and archives information concerning its various construction programs. The County’s standard Professional Services Agreements for Consultant/Contractor services require submittal of documents produced on electronic media. Requirements for that media are presented below. Certain requirements may not be applicable to all contracted services and should be verified with the Contract Administrator during the development of the scope of services.

(A) General Requirements:

All Work, including surveying work, drawings, maps, details, or other drawing information to be provided in electronic media by Consultant/Contractor shall be accomplished and developed using computer-aided design (CAD), geographic information system (GIS), and other software and procedures conforming to the following criteria.

Electronic data submittals shall also include PDF versions of the drawing sheets. The Consultant shall produce three primary sets of electronic deliverables, electronically signed and sealed in conformance with industry standards:
- CAD – Engineering Design Drawings
- GIS – for FAA AGIS Submittal, eALP, and BCAD GIS Use
- PDF – Electronic Document Review and Record Drawings

(B) CAD and GIS File Formats:

1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2010 or later, in native .dwg digital format. Include all drawing sheets or other CAD produced documents intended for hardcopy plotting or printing in pdf format for all drawing sheets and specifications. Drawing sets will use the BCAD standard cover sheet and title block.

2) Provide GIS files in a format that is compatible with ESRI ArcGIS version 10 or higher. The specific acceptable formats and files shall be agreed upon by BCAD and may include shape file or geodatabase formats.
3) At a minimum, GIS files must be provided that define the footprint of the buildings and roof tops affected by this project in accordance with FAA Airport GIS requirements in Advisory Circular 150/5300-18B. However, additional GIS layers may be requested by BCAD based on information that can be extracted from the Consultant's CAD drawings.

4) GIS files must include metadata that is compliant with applicable geospatial standards by FGDC, ISO, FAA, Broward County, or other applicable entities.

5) Target platform: Windows operating system.
   The term “compatible” means that data can be accessed directly by the target CAD and GIS systems without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of Consultant/Contractor to ensure this level of compatibility.

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

   North American Datum (NAD) 83, HARN, Feet, State Plane Florida East
   North American Vertical Datum (NAVD) 88

(C) Standards:

1) Standard plotted drawing size: 30 inch x 42 inch sheets unless otherwise specified by BCAD. All drawings shall be formatted to use the BCAD standard Cover Page and Title Block.

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

3) Unless otherwise stated, all CAD and GIS files shall conform to US National CAD standards (BCADs adopted CAD standard) in addition to FAA standards for submission into the FAA AGIS system.
   a. All building drawings (floor plans/elevations) shall be drawn and provided in Architectural Units unless otherwise required by FAA AC 150/5300-18B.
   b. All other plans (site plans), shall be submitted in Engineering Units

4) Layering:
   Conform to the guidelines defined by the US National CAD Standards, appropriate FAA AdvisoryCirculars and standards, and BCAD standards.

6) Conformance:
   File naming and layering standards for the Eastern Expansion will continue as established during the Western Expansion.
(D) Non-CAD/GIS Graphic Format:
Provide digital photography files (unless required in an alternate format such as that needed for CAD/GIS) and other miscellaneous graphics in JPEG, PDF or TIFF formats. Where applicable, photos should be tagged with keyword that describe when and where the photos were taken.

(E) Non-Graphic Format:
1) Provide word processing files in Microsoft Word 2007 compatible file formats or other compatible format release as tested and approved by BCAD including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

2) Provide spreadsheet files in Microsoft Excel 2007 for windows compatible file formats or other compatible format release as tested and approved by BCAD including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

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

2) Provide electronic digital data and files on DVD/CD, external hard drive, or via secure file transfer protocol (FTP) site.

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

4) The external label for each electronic digital media shall contain, as a minimum, the following information:
   a. The Project Number, Project Title and date.
   b. The Facility Name.
   c. The format and version of operating system software.
   d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
   e. The sequence number of the digital media.

5) Before all files are placed on the delivery electronic digital media, the following procedures shall be performed:
   a. Provide drawing sheets as listed in drawing index that are correctly configured for BCAD's viewing and plotting, including viewports, paperspace, line weights, fonts, and other drawing...
b. Compress and reduce all design files using compatible file compression/decompression software.

c. Include all files, both graphic and non-graphic, required for the project. All blocks not provided as BCAD-furnished materials must be provided to BCAD as a part of the electronic digital deliverables.

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

e. Document any fonts, tables, or other similar customized drawing element developed by Consultant or not provided among BCAD-furnished materials. The contractor shall obtain BCAD's approval before using anything other than BCAD's standard fonts, line types, tables, blocks, or other drawing elements available from BCAD.

f. To ensure submitted CAD drawings contain all the necessary elements, BCAD recommends for AutoCAD drawings to be zipped using AutoCAD's eTransmit tool so that all referenced files, images, fonts, and other elements are included.

(G) Drawing Development Documentation:

1) Provide the following information for each finished drawing:

2) Brief drawing development history (e.g., submittal date(s) with brief description of item(s) modified, author's name, and other identifying data.).

(H) Submittal:

1) Submit as Project Phased Submittal Documents specified above and as required for project phase submittals and project record documents.

2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
a. The information included on the external label of each media unit (label), along with the total number being delivered, and a list of the names and descriptions of the files on each one.
b. Brief instructions for transferring the files from the media, if not self-explanatory.

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

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

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

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

   c. Where Electronic Project Record Documents are required, Consultant will provide one set of AutoCAD electronic file format contract drawings. Make electronic file drawings available on DVD/CD ROM media, hard drive, or via FTP site.

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

(J) Other Digital Information:

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

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

*************END OF EXHIBIT A-2*********************
### Exhibit B - Salary Costs

**Consultant Services for Redesign of Terminal 4 at the Fort Lauderdale-Hollywood International Airport (FLL)**

January 30th, 2013

<table>
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<tr>
<th>Title</th>
<th>Maximum Raw Salary ($/HR)</th>
<th>Overhead 10%</th>
<th>Fringe 60%</th>
<th>Profit 10%</th>
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Overhead = Raw Salary x Overhead %
Fringe = Raw Salary x Fringe %
Profit = Raw Salary x Overhead x Fringe x Profit %
Above computations result in an overall multiplier of 2.86
### EXHIBIT B

<table>
<thead>
<tr>
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**Fort Lauderdale - Hollywood Airport FLL**

**December 30, 2013**

**Consultant Services for Proposal of Terminal 4 at the Fort Lauderdale Hollywood Airport FLL**
## Exhibit B

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### Project: Terminal Reconstruction

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## EXHIBIT B

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January 31, 2013

*Pierce Goodwin Alexander and Linville, Inc., Joint Venture Exhibit B, Salary Costs*
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<th>VAV PRACTICE</th>
<th>VAV FOCAL</th>
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Consultant Services for Redevelopment of Terminal 4 at FLL, Miami-Dade, Fl. and Aerial, Inc., a joint venture.

Exhibit B - Safari, 2003
Consultant Services for Redesign of Terminal 4 at the Port Lauderdale-Hollywood Harbor (FLL)

Pierce Goodwin Alexander and Linville, Inc. and Vyscovich, Inc., a joint venture

January 30th, 2013

Exhibit B  Salary Costs
## EXHIBIT B

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Consultant Services for Redesign of Terminal 4 at the Fort Lauderdale Hollywood Airport (FL)

Pierce Goodwin Alexander and Linville, Inc. and Zyscovich, Inc. a joint venture

Amendment

January 30th 2013
### Exhibit B

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### EXHIBIT B

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**Note:** All figures are in USD.
EXHIBIT “B-1”

Consultant Services for the Redesign of Terminal 4 at the
Fort Lauderdale-Hollywood International Airport
In Broward County, Florida
RLI# 20020201-0-AV-02

KEY EMPLOYEES

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<td>Managing Principal</td>
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<tr>
<td>ZYSC</td>
<td>Principal in Charge</td>
<td>Bernard Zyscovich</td>
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<tr>
<td>PZ</td>
<td>Senior Project Manager</td>
<td>Joseph Valencia</td>
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CORE STAFF

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<td>Julia Melhauser</td>
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<tr>
<td>BNP</td>
<td>Passenger Boarding Bridges</td>
<td>William Rowland</td>
</tr>
</tbody>
</table>
EXHIBIT "C"

Design Services for Redesign of Terminal 4 at the
Fort Lauderdale-Hollywood International Airport
In Broward County, Florida
RL# 20020201-0-AV-02

Sub Consultant Team

| Name                                      | Discipline                              | Address                                               |
|-------------------------------------------|-----------------------------------------|                                                      |
|                                           |                                         | Sunrise, FL 33351                                    |
| BNP Associates, Inc.                       | Baggage Handling Design / Passenger Boarding Bridges | 101 East Ridge Office Park, Suite 103                  |
|                                           |                                         | Danbury, CT 06810                                    |
|                                           |                                         | Palm City, FL 34990                                  |
| Gurri Matute, P.A. /                      | Life Safety                             | 2261 NW 66th Avenue Building 702, Suite 218          |
|                                           |                                         | Miami, FL 33122                                      |
| Hammond and Associates, Inc.              | Plumbing / Fire Protection              | 7334 NW 5th Street                                   |
|                                           |                                         | Plantation, FL 33317                                 |
| Hillers Electrical Engineering, Inc.      | Electrical / Fire Alarm                 | 23257 State Road 7, Suite 100                         |
|                                           |                                         | Boca Raton, FL 33428                                 |
| Jones Worley, Inc.                        | Signage / Wayfinding                    | 723 Piedmont Avenue, NE                              |
|                                           |                                         | Atlanta, GA 3030                                     |
| Kimley Horn and Associates, Inc.          | Passenger Movement / Airside Civil      | 5200 NW 33rd Avenue                                   |
|                                           |                                         | Fort Lauderdale, FL 33309                            |
| S&F Engineering, Inc.                     | Structural Engineering                  | 2005 W. Cypress Creek Road Suite 103                  |
|                                           |                                         | Fort Lauderdale, FL 33309                            |
| TLC Engineering                           | PA / IT / Security / Telecom            | 800 Fairway Drive, Suite 250                          |
|                                           | Mechanical Engineering                 | Deerfield Beach, FL 33441                            |

NOTE: This list of Sub Consultant participation supersedes any previous Amendments.
## Schedule of CBE Participation

<table>
<thead>
<tr>
<th>CBE Subcontractor</th>
<th>CBE Expiration Date</th>
<th>Address</th>
<th>Phase</th>
<th>Type of Work To Be Performed</th>
<th>Sub-Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total CBE Participation: $1,500,318

Total Contract Amount (Amend 3): $3,303,758

CBE Subcontractor Participation Percentage: 17.2%

---

Signature: [Signature]

Date: 14/12
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

Firm's name and contact information

<table>
<thead>
<tr>
<th>Solicitation Number</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder/Offeror Name</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City, State, Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CBE Subcontractor/Supplier Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work to be performed by CBE Firms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

AFFIRMATION. The undersigned confirm the information is true.

CBE Subcontractor/Supplier Authorized Representative

Bidder Offeror Authorized Representative

Consultant Services for Redevelopment of Terminal 4 at the Fort Lauderdale – Hollywood Airport (FLL) Pierce Goodwin Alexander and Huycke, Inc. and Tyszco, Inc., a joint venture Amendment 5 January 30th, 2013 Exhibit C Schedule of CBE Participants
<table>
<thead>
<tr>
<th>Solicitation Number</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder Offeror Name</th>
<th>Offeror Address</th>
<th>Quantity of Work to be Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CBE Subcontractor/Supplier Name</th>
<th>Subcontractor/Supplier Address</th>
<th>Percentage of Work to be Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Consultant Services for Redesign of Terminal 4 at the Fort Lauderdale-Hollywood Airport (FLL)  
Pierce Goodwin Alexander and Urvene, Inc. and Zyscovich, Inc., a joint venture  
Amendment 5  
January 30th, 2013  
Exhibit C - Schedule of CBE Participants
Consultant Service for Redesign of Terminals at the Port of Long Beach and subsequent area improvement. January 30th, 2013
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

<table>
<thead>
<tr>
<th>Solicitation Number</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Terminal 4 Bonding</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder/Offeror Name</th>
<th>CBE Subcontractor/Supplier Name</th>
<th>Address</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>123 Main St, Anytown, USA</td>
<td>456 Other St, Anytown, USA</td>
</tr>
</tbody>
</table>

Affirmation

CBE Subcontractor/Supplier Authorized Representative

Builder/Offeror Authorized Representative

Consultant services for Redaction of Terminal 4 at the Fort Lauderdale Hollywood Airport (Fla.) Pierce Landwin Alexander and Invill, Inc. and Zyscovich, Inc. joint venture Amendment 1

Schedule of CBE Participants

Page 3 of 4
EXHIBIT C-2 - CERTIFICATION OF PAYMENTS TO SUBCONCONTACTANTS AND SUPPLIERS

<table>
<thead>
<tr>
<th>RLI/Bid/Contract No.</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<td></td>
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</tbody>
</table>

Dated __________, 20__  

Consultant  

By ____________________________  
(Signature)  

By ____________________________  
(Name and Title)
EXHIBIT C-2
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__.

(NOTARY SEAL)

____________________________________
(Signature of person making
acknowledgment)

____________________________________
(Name of officer taking
acknowledgment)

____________________________________
(typed, printed or stamped
Title or rank)

____________________________________
(Serial number, if any)

Consultant Services for Redesign of Terminal 4 at the Fort Lauderdale-Hollywood International Airport (FLL)
Pierce Goodwin Alexander and Linville, Inc. and Zinovich, Inc., a joint venture
January 30th, 2013

Page 1
### EXHIBIT C-3
MONTHLY (CBE) UTILIZATION REPORT

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

**Project Description:**

**Prime Contractor:**

**Contact Person:**

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Telephone# ( )</th>
<th>Fax# ( )</th>
</tr>
</thead>
</table>

### SUBCONTRACTING INFORMATION

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

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

Total Amount Paid to Subcontractors to Date:

---

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

**Signature:**

**Title:**

**Date:**

---

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

OESBD Compliance Form 2009-MUR
EXHIBIT C-4
FINAL (CBE) UTILIZATION REPORT

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

SUBCONTRACTING INFORMATION

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

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

Total Amount Paid to Subcontractors to Date:

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

Signature: ___________________________ Title: ___________________________ Date: ___________________________

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

OESBD Compliance Form 2009-MUR-F
EXHIBIT C-5 - NON – CBE/MWBE MONTHLY UTILIZATION REPORT

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

Project Description:  
Prime Contractor:  
Contact Person:  

**Non – CBE SUBCONTRACTING INFORMATION**

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

Total Amount Paid to Subcontractors to Date:

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

Signature:  
Title:  
Date:  

EXHIBIT "D"

Fort Lauderdale-Hollywood International Airport
Reimbursable Expenses
Amendment #6 and Restated
RL# 20020201-0-AV-02

<table>
<thead>
<tr>
<th>Item</th>
<th>Reimbursable Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Transportation</td>
<td>$64,000</td>
</tr>
<tr>
<td>B</td>
<td>Per Diem (meals, lodging, taxi, misc.)</td>
<td>$54,000</td>
</tr>
<tr>
<td>C</td>
<td>Communications (telephone, courier, express mail)</td>
<td>$64,000</td>
</tr>
<tr>
<td>D</td>
<td>Printing (reproduction, photos, binding)</td>
<td>$700,000</td>
</tr>
<tr>
<td>E</td>
<td>Testing (geotech, surveys, studies, windtunnel)</td>
<td>$640,000</td>
</tr>
<tr>
<td>F</td>
<td>Permit Fees</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Additional Expenses</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Presentation Materials (models, rendering, 3D animation)</td>
<td>$120,000</td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td>$1,642,000</td>
</tr>
</tbody>
</table>

January 30th 2013
EXHIBIT E - Under Contract Administrator's Award Authority for Services
Work Authorization No.
RLI No. 20020201-0-AV-02

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

This Work Authorization (WA) is issued pursuant to the Agreement between Broward County and [ ], for Consultant Services in Broward County, which was approved by the Board of County Commissioners on [Date].

This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Nothing contained in this work authorization shall alter, modify or change in any way the terms and conditions of the contract with the County.

Consultant waives and releases any and all claims associated with the performance of the Work described in this Work Authorization. This Work Authorization constitutes full accord and satisfaction of all claims for time and compensation associated with the Work authorized by this Work Authorization for County actions occurring prior to execution of this Work Authorization.

The time period for this Work Authorization shall consist of [Number] calendar days.

Budget Requisition Number Aviation Department Division

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

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

County  
Broward County

Recommended by:

Project Manager Date  Contract Administrator Date

Attest:

Consultant

Secretary Date □ President □ Vice President Date

Pierce Goodwin Alexander and Linville, Inc. and Zyscovich, Inc., a joint venture

January 30th, 2013

Exhibit E  Contract Administrator Authority
EXHIBIT E-1 - Under Purchasing Director's Award Authority for Services

Work Authorization No. 

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

This Work Authorization (WA) is issued pursuant to the Agreement between Broward County and ____________, for Consultant Services in Broward County, which was approved by the Board of County Commissioners on ____________.

This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Nothing contained in this work authorization shall alter, modify or change in any way the terms and conditions of the contract with the County.

Consultant waives and releases any and all claims associated with the performance of the Work described in this Work Authorization. This Work Authorization constitutes full accord and satisfaction of all claims for time and compensation associated with the Work authorized by this Work Authorization for County actions occurring prior to execution of this Work Authorization.

The time period for this Work Authorization shall consist of _______ (__) calendar days.

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

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

County

Recommended by:

Project Manager Date

Director of Purchasing Date

Contract Administrator Date

Approved By Risk Management

Risk Manager Date

Consultant

Attest:

Secretary Date

Corporate Seal

Consultant Services for Redesign of Terminal 4 at the Fort Lauderdale-Hollywood Airport (FLL)

Pierce Goodwin Alexander and Linville, Inc. and Zyscovich, Inc., a joint venture

Amendment 6

January 30th, 2013

Page 13
EXHIBIT E-2 • Under Board of County Commissioner’s Award Authority for Services

Work Authorization No. __________

RLI No. 20020201-0-AV-02

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

This Work Authorization (WA) is issued pursuant to the Agreement between Broward County and ---, for Consultant Services in Broward County, which was approved by the Board of County Commissioners on _________.

This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Nothing contained in this work authorization shall alter, modify or change in any way the terms and conditions of the contract with the County.

Consultant waives and releases any and all claims associated with the performance of the Work described in this Work Authorization. This Work Authorization constitutes full accord and satisfaction of all claims for time and compensation associated with the Work authorized by this Work Authorization for County actions occurring prior to execution of this Work Authorization.

The time period for this Work Authorization shall consist of _______ calendar days.

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

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

Broward County, through its County Administrator and Ex-Officio Date
Clerk of the Board of Broward County Commissioners

Recommended by: Mayor

Project Manager Date

Insurance Requirements Approved By Risk Management

Contract Administrator Date

Consultant

Attest: By:

Secretary Date

Corporate Seal

Consultant Services for Redevelopment of Terminal 4 at the Fort Lauderdale - Hollywood International Airport (FLL) Pierce Goodwin Alexander and Hinely, Inc. and Zysczewich, Inc., a joint venture

January 30th, 2013

Amendment 5

Exhibit E-2 – Board Authority
Exhibit E-3 - Amendment No. 1
Under Contract Administrator’s
Award Authority for Services

Work Authorization No. 1
RLI#: 20020201-0-AV-02

Consultant:
Project No.: 
Project Title: 
Facility Name: Fort Lauderdale – Hollywood International Airport

This Amendment to Work Authorization is between Broward County and [insert name] as required pursuant to an Agreement for professional services approved by the Broward County Board of County Commissioners on [insert date]. This Amendment to Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Nothing contained in this Work Authorization shall alter, modify or change in any way, the terms and conditions of the Agreement with the County.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Work Authorization (NTE)</th>
<th>Insert table of previous amendments</th>
<th>Amendm ent # 01 (NTE)</th>
<th>Revised Total Work Authorization</th>
</tr>
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<tbody>
<tr>
<td>Professional Services</td>
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<td>xxx</td>
<td></td>
</tr>
<tr>
<td>Reimbursable</td>
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<td></td>
<td>xxx</td>
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</tr>
<tr>
<td>Total Maximum Cost</td>
<td></td>
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<td>xxx</td>
<td></td>
</tr>
<tr>
<td>Calendar Days</td>
<td></td>
<td></td>
<td>xxx</td>
<td></td>
</tr>
</tbody>
</table>

Fee & Duration Determination: Payment and time for services under this Work Authorization shall be as follows:

Recommended by:

Project Manager Date  Contract Administrator Date

Attest:

Consultant By:

Secretary Date

President  Vice President

Corporate Seal

Consultant Services for Redesign of Terminal 3 at Fort Lauderdale Hollywood Airport (FL)
Pierce Goodwin Alexander and Limville, Inc. and Zyscovich, Inc. a joint venture  Amendment 6
January 30th, 2013

Exhibit E-3 Amendment Authority
TIME ONLY EXHIBIT
Exhibit E-4 Amendment No. _
Under Contract Administrator’s Award Authority for Services

Work Authorization No
RL# 20020201-0-AV-02

Consultant: _
Project No: _
Project Title: ___
Facility Name: Fort Lauderdale – Hollywood International Airport

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

This Amendment to Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached proposal and scope. Nothing contained in this Work Authorization shall alter, modify or change in any way, the terms and conditions of the Agreement with the County.

Time-only extensions to any work authorizations executed within the contract shall be authorized in writing by the Contract Administrator. Pursuant to the Procurement Code, Section 21.31.g., the work authorization may not extend a contract beyond five years from Contract Award without the approval of the Board of Broward County Commissioners. In accepting this Time-Only extension Work Authorization, the Consultant waives and relinquishes any claim for compensation in connection with the time granted. The additional time granted in this Work Authorization constitutes full accord and satisfaction of all claims, whether known or unknown, arising from the extended performance period allowed by this Work Authorization.

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

Fee & Duration Determination: Payment and time for services under this Work Authorization shall be as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Work Authorization (NTE)</th>
<th>Insert table of previous amendments</th>
<th>Amendment # 01 (NTE)</th>
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County

Broward County

Recommended by:

Project Manager Date Contract Administrator Date

Consultant

Attest:

Secretary Date

Corporate Seal

☑ President ☐ Vice President Date
EXHIBIT F - OPTIONAL SERVICES

Optional Services Added this Amendment

Optional Services listed below are beyond the requirements for basic services under this Agreement and shall be performed by the Consultant upon authorization by the Contract Administrator. These services may include Sub-consultants, when recommended by the Consultant, and when, in the opinion of the County, said Sub-consultant services are necessary for the accomplishment of approved Optional Services:

<table>
<thead>
<tr>
<th>Optional Service</th>
<th>Fee/Expense</th>
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<tbody>
<tr>
<td>6.1 Additional Field Work</td>
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<tr>
<td>6.2 Associated Architectural or Engineering Work</td>
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<tr>
<td>6.3 Public Relations</td>
<td>$TBD</td>
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Totals $1,215,000

Optional Service Descriptions

6.1 Additional Field Work:

Work to include, but not be limited to: extended construction phase services (CPS) for Federal inspection System (FIS) or Checked Baggage Inspection System (CBIS), modification to CPS due to change in construction delivery method, extended assistance in start-up or testing or other close-out services, preparing change orders and related documents. Gaps in CPS. Overtime hours only at the request of BCAD/CPM.

Services will be performed on a maximum not-to-exceed or as negotiated.

6.2 Associated Architectural or Engineering Work:

Work to include, but not be limited to: additional work in the expansion area, remote or interim facilities, studies, modifications to drawing packaging, Gate Relocations, Commuter facility and operation relocation, AOCC/EOC facilities, BCAD badging office, Commuter holdroom, main computer room, relocation of tenants, concessions, airline and tenant planning or design, domestic baggage claim, enclose baggage make-up area, landside civil, landscape, design of additional building area, IT migration, revisions to SD, DD, or CD phase documents previously approved, services required by the default of the contractor related to deficiencies in the work, revisions due to enactment of codes or guidelines subsequent to preparation of documents, revisions due to agency (i.e. Building Code Services, Fire Marshal, TSA, CBP) comments received after applicable review period. Design of FIS beyond pre-design.

Services will be performed on a maximum not-to-exceed basis or as negotiated.
6.3 Public Relations

Work to include, but not be limited to: special public presentations and meetings, and documents to support any public relations including media, 3D computer animations and models.

Services will be performed on a maximum not-to-exceed basis or as negotiated.

********REMAINING PAGE INTENTIONALLY LEFT BLANK**************
EXHIBIT G
TRAVEL AUTHORIZATION REQUESTS AND PAYMENT FORM
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT — ________________
PROGRAM

TRAVEL AUTHORIZATION NO. ____________________

PURCHASE ORDER NO. ____________________________

CONSULTANT OR SUB FIRM NAME
_________________________________________________

EMPLOYEE NAME ____________________ PROJECT COST CODE — 400 — PURPOSE OF TRIP

DATE __________ DATE APPROVAL REQUIRED ___________ LENGTH OF TRIP
IN DAYS

CITY/STATE OF ORIGIN
DESTINATION: FT LAUDERDALE, FL ARRIVAL DATE
RETURN FROM FT LAUDERDALE TO __________ DEPARTURE DATE

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<th>ESTIMATED EXPENSES</th>
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<td>HOTEL</td>
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<tr>
<td>MEALS</td>
<td>DAY TIMES</td>
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<td>MILEAGE</td>
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<td>TOTAL</td>
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Project Manager Approval __________________________ date __________

Contract Administrator Approval __________________________ date __________

Consultant Services for Redevelopment of Terminal 4 at the Fort Lauderdale-Hollywood Airport (FLL) —
Pierce Goodwin Alexander and Linville, Inc., and Zschock, Inc., a joint venture, Amendment 6
January 30th, 2013 Exhibit G Travel Authorization

Page 156
EXHIBIT H
TIME SHEET

Weekly Time Sheet
(Must Contain the Following Information)

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<th>Authorization #:</th>
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| Vendor Address: | |
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Form Date: 10-18-2010
## EXHIBIT I

### APPLICATION AND CERTIFICATE FOR PAYMENT

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<th>Rate (per unit)</th>
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<td>Construction Supervision Fee</td>
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**Total:** $225
EXHIBIT J
Consultant Payment Request - Schedule of Values

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<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
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Note: The table above is an example of how a schedule of values might look. The actual content will vary based on the specific contract and payment request details.
**EXHIBIT K**

**Sub Consultant Payment Request - Schedule of Values**

---

**Continuation Sheet Schedule of Values**

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<th>Amount Available</th>
<th>Amount for Payment</th>
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**Subtotal**

**Remembursables**

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**Subtotal**

**Total All Categories**
ATTACHMENT I

NONDISCRIMINATION REQUIREMENTS

PROGRAM MANAGEMENT SERVICES FOR NEW SOUTH RUNWAY, TERMINAL 4 REPLACEMENT AND ENABLING PROJECTS FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT IN BROWARD COUNTY, FLORIDA

I. During the performance of this contract, the Program Manager, its 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 subcontractors, 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 Subcontracts, 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 subcontractor 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, (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 subcontractor 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. 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. 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. Contractor 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

PROGRAM MANAGEMENT SERVICES FOR
NEW SOUTH RUNWAY, TERMINAL 4 REPLACEMENT AND ENABLING
PROJECTS
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
IN BROWARD COUNTY, FLORIDA

1. SECURITY

Airport Security Program and Aviation Regulations. Program Manager agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Program Manager, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Program Manager 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, Program Manager shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Program Manager, it subconsultants, its employees, invitees or guests, the County incurs any fines 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, or any expense in enforcing the County's Airport Security Program, then Program Manager agrees to pay 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. Program Manager 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 Program Manager fails to remedy any such deficiency, the
County may do so at the sole cost and expense of Program Manager. 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 Program Manager 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, Program
Manager shall be responsible for the immediate reporting of all lost or
stolen SIDA Badges and the immediate return of the SIDA Badges of
Program Manager 's personnel transferred from the Airport, or
terminated from the employ of the Program Manager , or upon
termination of this Agreement. Before a SIDA Badge is issued to an
employee, Program Manager 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
Program Manager 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 Program Manager 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 Program Manager
shall permit any employee of Program Manager 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 Program Manager shall ensure that all such
vehicle operators possess current, valid, and appropriate Florida
driver's licenses. In addition, any motor vehicles and equipment of
Program Manager 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.

Consultant Services for Redesign of Terminal 4 at the Fort Lauderdale – Hollywood Airport (FLL)
Pierce Goodwin, Alexander and Linville, Inc. and Zyscovich, Inc., a joint venture
Amendment 5
January 30th, 2013
Attachment II Provisions to Airport Projects
(c) **Consent to Search/Inspection:** The Program Manager 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 Program Manager 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. Program Manager 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, Program Manager agrees that persons not executing such consent-to-search/inspection form shall not be employed by the Program Manager or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Program Manager 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.

Program Manager agrees to insert the foregoing sentence in any agreements between Program Manager 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**

Program Manager 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 Program Manager expects to be reimbursed. In addition, to the above, the Program Manager 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 Program Manager 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

Program Manager 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 Program Manager'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 place for storage).
location), and establishing and enforcing such security measures as are reasonably available, considering the customary practice within Program Manager's profession. If requested by County, Program Manager shall furnish to County copies of any and all disks containing drawings and other pertinent data prepared or obtained in carrying out the responsibilities of this Agreement.

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

Any violation or breach of the terms of this contract on the part of the Program Manager or its 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 CONTRACTS, AND SUBCONTRACTS**

The Program Manager or subconsultant/subcontractor, by execution of this Agreement, 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 Program Manager 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 Program Manager agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Program Manager may rely on the certification of a prospective subconsultant/subcontractor unless it has knowledge that the certification is erroneous.

The Program Manager shall provide immediate written notice to the County if the Program Manager 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 Program Manager 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 Program Manager 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 Program Manager 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 Program Manager 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 Program Manager certifies, by 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 accepting this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

10. **RESTRICTIONS ON LOBBYING**

The Program Manager agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Program Manager, 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 Program Manager 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.

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

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

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

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

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

Consultant Services for Redesign of Terminal 4 at the Fort Lauderdale – Hollywood Airport (FLL)
Pierce Goodwin Alexander and Linville, Inc. and Zyscovich, Inc., a joint venture
January 30th, 2013

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ATTACHMENT III

ALLOWABLE TRAVEL COSTS FOR CONSULTANTS

PROGRAM MANAGEMENT SERVICES FOR
NEW SOUTH RUNWAY, TERMINAL 4 REPLACEMENT AND ENABLING
PROJECTS
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
IN BROWARD COUNTY, FLORIDA

1. Authority - Section 112.061, Florida Statutes.

2. Mileage - 58.5 cents per mile (as it is amended from time to time), 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 (as it is amended from time to time):
   a. **Breakfast**--$9.17. Must be in travel status before 6:00 a.m. and extending beyond 8:00 a.m.
   b. **Lunch**--$13.76. Must be in travel status before noon and extending beyond 2:00 p.m.
   c. **Dinner**--$22.93. 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.)

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-Date, 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.

************************************************************************END OF AMENDMENT 6************************************************************************
MEMORANDUM

DATE: February 27, 2013

TO: Richard Waskiewicz, Expansion Project Administrator
    Aviation Department, Airport Expansion Program

THRU: Pamela Madison, Deputy County Administrator
       Acting Director, Office of Economic and Small Business Development (OESBD)

FROM: Chris Atkinson, Assistant Director
       Office of Economic and Small Business Development (OESBD)

SUBJECT: RLI No. 20020201-0-AV-02 – Redesign of Terminal 4 at the Fort Lauderdale-
         Hollywood International Airport – Sixth Amended and Restated Agreement

The Office of Economic and Small Business Development has evaluated Pierce Goodwin
Alexander and Linville, Inc. and Zyscovich, Inc.’s (PZ), a joint venture (prime) goal participation
for the above contract. The contract was originally awarded with 25% MWBE goal. An
overview is provided as follows:

Participation Performance through the Fifth Amendment:

<table>
<thead>
<tr>
<th>Subcontractor Utilization</th>
<th>Verified Paid Participation/</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ace Blueprinting, Inc.</td>
<td>$ 246,557.00 / 1.53%</td>
<td></td>
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<tr>
<td>Advance Consulting Engineering Service, Inc.</td>
<td>$ 82,020.09 / 0.51%</td>
<td></td>
</tr>
<tr>
<td>Adams Consulting Group, Inc.</td>
<td>$ 13,018.00 / 0.08%</td>
<td></td>
</tr>
<tr>
<td>AirQuest Environmental, Inc.</td>
<td>$ 2,000.00 / 0.01%</td>
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</tr>
<tr>
<td>Construction Management Services, Inc.</td>
<td>$ 88,800.00 / 0.55%</td>
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<tr>
<td>Convergent Strategies Consulting, Inc.</td>
<td>$ 423,091.00 / 2.63%</td>
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<tr>
<td>Cordova Mendez Design Group, Inc.</td>
<td>$ 115,521.11 / 0.72%</td>
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<tr>
<td>Cordova Rodriguez Design Group, Inc.</td>
<td>$ 10,000.00 / 0.06%</td>
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<tr>
<td>Curtis &amp; Rogers Design Studio, Inc.</td>
<td>$ 53,957.00 / 0.34%</td>
<td></td>
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<tr>
<td>EDM Engineering Solutions, Inc.</td>
<td>$ 85,500.00 / 0.53%</td>
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<tr>
<td>Gurri Matute, P.A</td>
<td>$ 210,654.70 / 1.31%</td>
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<tr>
<td>Hammond &amp; Associates, Inc.</td>
<td>$ 614,072.00 / 3.82%</td>
<td></td>
</tr>
<tr>
<td>Hillers Electrical Engineering, Inc.</td>
<td>$ 785,822.00 / 4.89%</td>
<td></td>
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<tr>
<td>Image Architects, Inc.</td>
<td>$ 36,500.00 / 0.23%</td>
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<tr>
<td>International Analytical Group, Inc. (IAG)</td>
<td>$ 13,555.00 / 0.08%</td>
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<tr>
<td>Jane Davis Doggett, Inc.</td>
<td>$ 301,251.03 / 1.87%</td>
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<tr>
<td>Jones Worley Design, Inc.</td>
<td>$ 289,671.02 / 1.80%</td>
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<tr>
<td>Nova Consulting, Inc.</td>
<td>$ 19,996.00 / 0.12%</td>
<td></td>
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<tr>
<td>S&amp;F Engineers, Inc.</td>
<td>$ 951,986.32 / 5.92%</td>
<td></td>
</tr>
<tr>
<td>The Spinnaker Group, Inc.</td>
<td>$ 58,032.00 / 0.36%</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4,402,004.27 / 27.40%</strong></td>
<td></td>
</tr>
</tbody>
</table>
Original Contract Amount: $7,992,272.00
First through Third Amendment Amount: $1,456,970
Unused Contract Amount through Third Amendment: $221,759.23
Fourth through Fifth Amendment Amount: $11,581,837.00
Total Revised Contract Amount: $20,809,319.77
Payments to Prime to Date: $16,068,296.88
Prime Payments to Firms to Date: $4,402,004.27
Total Participation Achieved to Date: 27.40% ($4,402,004.27/$16,068,296.88)

Proposed Sixth Amended and Restated Agreement:
The goal for the Proposed Sixth Amended and Restated Agreement is 17.2% CBE; PZ committed to 17.2% participation.

The purpose of the Proposed Sixth Amended and Restated Agreement is to begin the Eastern Expansion Project portion of the Redesign of Terminal 4. The Eastern Expansion Project is the second phase of the Terminal 4 Gate Replacement Project. The Eastern Expansion provides the connection to the Western Terminal Expansion and completes the Concourse G 14-gate facility.

Proposed Sixth Amended and Restated Agreement Amount: $11,310,758.00
Total Revised Contract Amount: $32,120,077.77
The Proposed Sixth Amended and Restated Agreement transitions this contract to the CBE Program

Compliance Comments:
PZ’s small business participation to date is 27.40%, but the M/WBE goal is no longer applicable. Payments were verified through an independent verification process. In cases where reported amounts had not changed, previous payment verifications on file were used. OESBD has been informed by the contract administrator that PZ has agreed to abide by the standards of the County Business Enterprise (CBE) Program. PZ submitted a CBE Schedule of Participation and executed Letters of Intent committing to 17.2% CBE participation as shown below. Beginning with the first month after approval of the Sixth Amended and Restated Agreement, PZ must provide a CBE Monthly Utilization Report to the Contract Administrator and to OESBD.

<table>
<thead>
<tr>
<th>CBE Firms</th>
<th>Committed %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advance Consulting Engineering Services, Inc.</td>
<td>0.8%</td>
</tr>
<tr>
<td>Hammond &amp; Associates, Inc.*</td>
<td>2.6%</td>
</tr>
<tr>
<td>Hillers Electrical Engineering, Inc.</td>
<td>6.4%</td>
</tr>
<tr>
<td>S&amp;F Engineers, Inc.</td>
<td>7.4%</td>
</tr>
<tr>
<td><strong>Total CBE Participation</strong></td>
<td><strong>17.2%</strong></td>
</tr>
</tbody>
</table>

*Hammond & Associates, Inc. is scheduled to perform two distinct scopes of work during the execution of the 6th Amendment work. For clarity, the committed percentages of the two scopes were combined into a single commitment percentage for purposes of this memorandum.

cc: Alexander Horton, Small Business Development Specialist, BCAD/OESBD
PGALZ Agreement History

Consultant Services for Redesign of Terminal 4

I. On July 1, 2003 (Item No. 15), the Board approved the Agreement between Broward County and Pierce Goodwin Alexander and Linville, Inc., Zyscovich, Inc., and ADP International Engineering, Inc., a joint venture for Consultant Services for the Redesign of Terminal 4 at the Fort Lauderdale – Hollywood International Airport, Request for Letters of Interest (RLI) No. 20020201-0-AV-02, for Basic Services in the amount of $6,489,470, Reimbursables in the amount of $552,000 and Optional Services in the amount of $950,802, for a total maximum-not-to-exceed amount of $7,992,272 and for a period of 780 non-consecutive days.

Scope for the Original Agreement: Graphic and signage guidelines for the entire airport; prepare up to three schematic designs for a new 900,000 square foot Terminal 4 (T4) including 18 gates; aesthetic design criteria manual for the airport terminal area complex and associated facilities; phase 1 Federal Inspection Services (FIS) expansion.

II. On October 12, 2004 (Item No. 36), the Board approved the First Amendment to the Agreement to allow the Terminal 4 project to go forward with Phases 1A and 1B, decreasing Basic Services in the amount of ($673,812), Reimbursables in the amount of ($200,389) and increasing Optional Services in the amount of $874,171. While the intent of the Amendment was to have a zero net difference in the contract amount, there was an error in the Optional Services amount, leaving a deficit of $30, which decreased the total Agreement amount from $7,992,272 to $7,992,242. The First Amendment extended the Agreement for 780 non-consecutive days, increasing the Agreement time period from 780 non-consecutive days to 1,560 non-consecutive days.

Scope of the First Amendment: re-distribution of funds within the Agreement to accommodate a higher passenger throughput (800 passengers per hour) with an accelerated expansion of the T4 FIS Facility due to the request of US Airways to accommodate their intended Caribbean portal.

III. On February 26, 2008 (Item No. 66), the Board approved the Second Amendment to the Agreement to provide Construction Administration Services needed for the completion of Phase 1B and Phase 1C, in the not-to-exceed basic services amount of $895,000, which increased the Agreement amount from $7,992,242 to $8,887,242 and provided for an increase in time of 590 non-consecutive days based on task completion, which increased the Agreement time period from 1,560 non-consecutive days to 2,150 non-consecutive days.

Scope for the Second Amendment: addition of Construction Administration services (CA) for the original T4 Guaranteed Maximum Price (GMP) contract being constructed by Skanska USA, Inc.

IV. On June 23, 2009 (Item No. 71), the Board approved the Third Amendment to the Agreement to provide additional CA Services. The Third Amendment provided for an increase in Basic Services in the amount of $506,000, and Optional Services in the amount of $56,000, with no increase to Reimbursables, for an increase in the total Agreement amount from $8,887,242 to $9,449,242. The Amendment extended the Agreement for 277 non-consecutive days increasing the Agreement time period from 2,150 non-consecutive days to 2,427 non-consecutive days.
Scope for the Third Amendment: Added additional CA services to accommodate Skanska’s First Amendment to the GMP for 2006 Customs and Border Patrol Guidelines, terminal upgrades including life safety systems and baggage handling equipment for the new Airline Ticket Offices.

V. On January 12, 2010 (Item No. 17), the Board approved the Fourth Amendment to the Agreement to provide for professional architectural and engineering services necessary for the redesign of the Terminal 4 Gate Replacement (Western Expansion), including Construction Documents and Schematic Design. The Fourth Amendment increased Basic Services in the amount of $7,800,000, Optional Services in the amount of $480,000 and reimbursable expenses in the amount of $695,000. The Fourth Amendment also added contingency funds in the amount of $400,000 to address design/specification completion allowance to address any code or regulation changes or interpretations once the design is complete. The total Agreement was increased from $9,449,242 to $18,824,242. Additionally, the Fourth Amendment extended the Agreement by 1,232 non-consecutive days, increasing from 2,427 non-consecutive days to 3,659 non-consecutive days.

Scope for the Fourth Amendment: Design and CA services for the first phase of T4 gate replacement, (Western expansion), re-alignment of existing concourse H gates, secure connector from T4 to T3, sterile connector including a vertical core to Customs and Border Protection and Broward County Aviation Department administrative offices.

VI. On May 24, 2011 (Item 49), the Board approved the Fifth Amendment to the Agreement to provide additional basic services, including: construction administration, baggage handling design (resulting from the redesign of Terminal 4), interior design, Leadership in Energy and Environmental Design (LEED) administration, life cycle cost analysis, apron planning, civil engineering and early permit packages for the Redesign of Terminal 4. The Fifth Amendment increased Basic Services in the amount of $1,551,837, increased Optional Services in the amount of $900,000, and increased Reimbursables in the amount of $155,000, for an increase in the total Agreement amount from $18,824,242 to $21,351,079. The Fifth Amendment extended the Agreement for 1,141 non-consecutive days, increasing from 3,659 non-consecutive days to 4,800 non-consecutive days.

Scope for the Fifth Amendment: Design, permitting and construction administration services for amendments to the first phase of T4 gate replacement added baggage handling civil engineering and LEED administration to the engineer of record’s scope of work.

VII. The proposed Sixth Amended and Restated Agreement (Sixth Amendment) incorporates the existing scope of services not yet performed or completed from the previous Fifth and Fourth Amendments, reconciles the total contract amount from the original contract award through the Fifth Amendment, adds the new scope of services to include the design and construction phase services of the Eastern Expansion of Terminal 4 at the Fort Lauderdale-Hollywood International Airport (FLL) and extends the time of the Agreement by an additional 1,802 non-consecutive days, increasing from 4,800 non-consecutive days to 6,602 non-consecutive days.

The reconciliation of the total contract amount entails a reduction of ($221,759.23) for Reimbursables and Optional Services not used from the original contract award through the Third Amendment, the elimination of ($400,000) for contingency funds awarded as part of the Fourth Amendment and an increase of $80,000 in Optional Services as part of the Fifth
Amendment. After reconciliation and pursuant to Article 5 in the Sixth Amendment, the total contract amount through the Fifth Amendment is $20,809,319.77.

The proposed Sixth Amendment increases Basic Services in the amount of $9,303,758, increases Reimbursables in the amount of $792,000, and increases Optional Services in the amount of $1,215,000. The total proposed Sixth Amended and Restated Agreement amount is $11,310,758, increasing the total Agreement amount from $20,809,319.77 to $32,120,077.77.

Scope for the Sixth Amendment: Design services for the construction of the eastern eight (8) swing gates of concourse G and demolition of the existing H concourse H, as well as permitting, bidding and construction phase support services. The design will also include the Aviation Department offices, which were previously approved at the Design Development stage of Amendment 5. PGALZ will also provide Leadership in Energy and Environmental Design (LEED) administration in order to achieve a basic LEED Certified Building.
### PGALZ Agreement Financial History

<table>
<thead>
<tr>
<th>Agreement Services</th>
<th>Original Award</th>
<th>1st Amendment</th>
<th>2nd Amendment</th>
<th>3rd Amendment</th>
<th>4th Amendment</th>
<th>5th Amendment</th>
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<td>$ 32,120,077.77</td>
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SUBMITTER:
Name: Richard Waskiewicz
Agency: Aviation

Proposed Meeting Date: 3/19/13
Agenda Item Title: Pierce Goodwin Alexander and

Agreement(s)

Only 2 original agreements are required for execution by the County Commission
- One for the Vendor
- One for Document Control

DOCUMENTS: (Indicate the number of originals submitted in each category – Note: One original will be retained for permanent record)

☐ Application(s)
☐ Change Order(s)
☐ Certificate(s)
☐ Deed(s)
☐ Easement(s)
☐ Lease(s)
☐ Lien(s)
☐ Resolution(s)
☐ Work Authorization(s)
☐ Other

SPECIAL INSTRUCTIONS:

☐ Certified Copy of Executed Originals
☐ Record Executed Originals

For execution by the Mayor. Per 2/25/13 conversation with Andre Morrell, double-sided originals are acceptable for this Agenda item.

RETURN EXECUTED ORIGINALS TO:
Name: Kathy Davis
Agency: Aviation / Airport Development

☐ Via Interoffice Mail
☐ Call 954.359.6261 for pickup
☐ Email __________ for pickup

INTERNAL USE ONLY:

Call 954.359.6261 for pickup

E. Mail for Pl. 3/20/13

14 MAR '13 10:47

Rev. 10/09
Broward County Commission Regular Meeting

Meeting Date: 03/19/2013

Director's Name: Kent George

Department: Aviation
Division: Airport Expansion

Requested Action

MOTION TO APPROVE Sixth Amended and Restated Agreement to the deliberately phased Agreement between Broward County and Pierce Goodwin Alexander and Linville, Inc., and Zyscovich, Inc., a joint venture, to incorporate the existing Scope of Services not yet performed or completed from Amendments 4 and 5, and add the new Scope of Services to include the design and construction phase services for the Eastern Expansion of Terminal 4 at the Fort Lauderdale-Hollywood International Airport, for an increase in Basic Services in the amount of $9,303,758, for an increase in Reimbursables in the amount of $792,000 and for an increase in Optional Services in the amount of $1,215,000, for a total estimated not to exceed amount of $11,310,758, increasing the total Agreement amount from $20,809,320 to $32,120,078 and increasing time by 1,802 non-consecutive days for a revised time of 6,602 non-consecutive days; and authorize the Mayor and Clerk to execute same.

Why Action is Necessary

In accordance with the Broward County Procurement Code, Section 21.94.a, amendments to contracts exceeding the award authority of the Director of Purchasing must be approved by the Broward County Board of County Commissioners (Board).

What Action Accomplishes

Incorporates the existing scope of services not yet performed or completed from Amendments 4 and 5, reconciles the total contract amount, adds the new scope of services to include the design and construction phase services of the Eastern Expansion of Terminal 4 at the Fort Lauderdale-Hollywood International Airport (FLL) and extends the time of the deliberately phased Agreement with Pierce Goodwin Alexander and Linville, Inc., and Zyscovich, Inc., a joint venture, (PGALZ) by an additional 1,802 non-consecutive days.

Is this Action Goal Related

Established Commission Goal

Previous Action Taken

None.

Summary Explanation/ Background

THE AVIATION DEPARTMENT RECOMMENDS APPROVAL OF THE ABOVE MOTION.

The proposed Sixth Amended and Restated Agreement (Sixth Amendment) incorporates the existing scope of services not yet performed or completed from Amendments 4 and 5, reconciles the total contract amount, adds the new scope of services to include the design and construction phase services of the Eastern Expansion of Terminal 4 at FLL and extends the time of the deliberately phased Agreement with PGALZ by an additional 1,802 non-consecutive days.

The Office of Economic and Small Business Development (OESBD) established a 25% Minority and
Women Business Enterprise (M/WBE) goal for this Agreement. PGALZ committed to 25% participation. To date, PGALZ has been paid $16,068,297, and has paid M/WBE sub-contractors $4,402,004, or 27.4% participation. Due to the suspension of the M/WBE program, the M/WBE participation goal is no longer applicable. PGALZ has committed to a 17.2% County Business Enterprise (CBE) participation for Amendment No. 6 (Exhibit 3).

On July 1, 2003 (Item No. 15), the Board approved the Agreement between Broward County and PGALZ, and ADP International Engineering, Inc., a joint venture for Consultant Services for the Redesign of Terminal 4 at FLL, Request for Letters of Interest (RLI) No. 20020201-0-AV-02, for Basic Services in the amount of $6,489,470, Reimbursables in the amount of $552,000 and Optional Services in the amount of $950,802 for a total Agreement amount of $7,992,272 and for a time period of 780 non-consecutive days.

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On January 12, 2010 (Item No. 17), the Board approved the Fourth Amendment to the Agreement; increasing Basic Services in the amount of $7,800,000, Reimbursables in the amount of $695,000, Optional Services in the amount of $480,000 and adding Contingencies in the amount of $400,000, for a total Agreement amount of $18,824,242. The Fourth Amendment increased the Agreement time period from 2,427 non-consecutive days to 3,659 non-consecutive days.

On May 24, 2011 (Item No. 49), the Board approved the Fifth Amendment to the Agreement, increasing Basic Services in the amount of $1,551,837, Reimbursables in the amount of $75,000 and Optional Services in the amount of $900,000, for a total Agreement amount of $21,351,079. The Fifth Amendment increased the Agreement time period from 1,141 non-consecutive days, revising the total non-consecutive days from 3,659 to 4,800 non-consecutive days.

The proposed Sixth Amendment reconciles the total contract amount to reflect maximum compensation payable to PGALZ for work from the award of the original contract through the Fifth Amendment. The reconciliation of the total contract amount entails a reduction of ($221,759) for Reimbursables and Optional Services not used from the original contract award through the Third Amendment, the elimination of ($400,000) for contingency funds awarded as part of the Fourth Amendment and an increase of $80,000 in Optional Services as part of the Fifth Amendment. After reconciliation and pursuant to Article 5 in the Sixth Amendment, the total contract amount through the Fifth Amendment is $20,809,320. Exhibit 5 provides information regarding the financial reconciliation for this Agreement.

This proposed Sixth Amendment also incorporates the existing scope of services for work not yet performed or completed from the Fourth and Fifth Amendments, and adds the new scope of services to include the design and construction phase services for the Eastern Expansion of Terminal 4 at FLL.
providing the connection to the Western terminal expansion to complete the Concourse G 14-gate facility.

This proposed Amendment No. 6 includes an increase in Basic Services in the amount of $9,303,758, an increase in Reimbursables in the amount of $792,000 and an increase in Optional Services in the amount of $1,215,000. The total estimated not to exceed amount is $11,310,758, increasing the total Agreement amount from $20,809,320 to $32,120,078, and increasing time by 1,802 non-consecutive days for a revised time of 6,602 non-consecutive days. The additional time extension allows for construction administration services required for work performed out of sequence, and adds new scope to include the design and construction phase services for the Eastern expansion of Terminal 4. Exhibit 4 provides additional information regarding the history of this Agreement and the scope of services for the Sixth Amendment.

Nine (9) Sunshine meetings were held on July 25, 2012, August 2, 2012, August 6, 2012, August 9, September 12, 2012, October 16, 2012, October 22, 2012, October 23, 2012, and November 8, 2012 to negotiate this proposed Amendment No. 6. These meetings were attended by the Broward County Aviation Department, the Office of the County Auditor, PGALZ representatives, and DMJM Aviation, Inc. representatives.

The amounts referenced in this agenda have been rounded to the nearest whole dollar. Vendor payments will be based on the maximum amount payable under this Agreement. The Agreement Summary Sheet reflects the actual amount of the award.

Fiscal Impact

Fiscal Impact/Cost Summary:
This project is budgeted in the Aviation Department's Runway 9R/27L Extension and Enabling Projects Fund (4400), in the total amount of $11,310,758.00 within chargepoint 4400 400 1407 and is funded in entirety by Airport System Revenue Bonds.

Revenue Budget
4400-400-1407-8407 $11,310,758
Total $11,310,758

Expense Budget
4400-400-1407-6510 $11,310,758
Total $11,310,758

RQS AVC0306130000069 Folder No. 1122909

Attachments
Exhibit 1 - Agreement Summary
Exhibit 2 - Sixth Amended and Restated Agreement
Exhibit 3 - OESBD Memorandum, dated February 27, 2013
Exhibit 4 - Agreement History
Exhibit 5 - Agreement Financial History