AGREEMENT

between

BROWARD COUNTY

and

Turner Construction Company

for

CONSTRUCTION MANAGEMENT SERVICES FOR VARIOUS AIRPORT PROJECTS (TBD)

IN BROWARD COUNTY, FLORIDA

RLI # 20071014-0-AV-01A
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AGREEMENT

between

BROWARD COUNTY

and

TURNER CONSTRUCTION COMPANY

for

CONSTRUCTION MANAGEMENT SERVICES FOR
VARIOUS AIRPORT PROJECTS (TBD)

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

TURNER CONSTRUCTION COMPANY a __DE__ corporation, authorized to do business in Florida, its successors and assigns, hereinafter referred to as "CPM."

WHEREAS, the County solicited for firms in RLI # 20071014-0-AV-01A to create a list of firms that are able to provide construction management services on an as needed basis for the Ft. Lauderdale-Hollywood International Airport; and

WHEREAS, the Broward County Board of County Commissioners has determined that the CPM meets the qualifications in order to be placed on said library list of CPMs;

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

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ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

1.1 Agreement: means this document, Articles 1 through 11, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

1.2 Airport: means the Fort Lauderdale-Hollywood International Airport, Broward County, Florida.

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

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

1.5 Construction Project Manager (CPM): TURNER CONSTRUCTION COMPANY retained by the County to provide a broad range of construction management services on individual Projects to oversee day to day field operations of general contractors. The CPM will be the management link between the Project contractors and the Airport's Program Manager or Airport's Project Managers.

1.6 Consultant or Design Professionals: means the architects, engineers or other professionals selected to perform design, design-criteria, or other professional services for one or more Projects pursuant to a direct contract between the County and such Consultant or Design Professional.

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

1.8 Contractor: means the person(s), firm(s), corporation(s) or other entity(ies) who enter into agreements with County to perform construction services for a Project.
1.9 County: means the Broward County, a body corporate and politic and a political subdivision of the State of Florida.

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

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

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

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

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

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

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

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

1.18 Subconsultant: means a firm, partnership, corporation or combination thereof having a direct contract with the CPM for all or any portion of the CPM services.
1.19 **Community Disadvantaged Business Enterprise ("CDBE ")**: means a firm duly certified as a disadvantaged business enterprise by the County under criteria and eligibility requirements of Broward County Ordinance No. 2007-32 (Community Disadvantaged Business Enterprise Act of 2007)

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

### ARTICLE 2

**PREAMBLE**

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

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

### ARTICLE 3

**SCOPE OF SERVICES**

3.1 CPM's services shall consist of the phases and tasks set forth in a Work Authorization(s) (one or more work authorizations may be issued during the term of this Agreement), and may include civil, structural, mechanical and electrical engineering, architectural and other related construction services, as applicable for a Project. CPM shall provide all services as set forth in a Work Authorization, including the necessary, incidental and related activities and services contemplated by the Scope of Services set forth therein and contemplated in CPM's level of effort. The parties recognize that additional services may subsequently be identified that falls within the Project due to scheduling or other requirements. If the County determines in its sole and exclusive discretion that...
such additional services may be included in this Agreement, then subject to negotiation and agreement of the parties as to the terms thereof, any such additional services shall be reflected in an amendment to this Agreement or to a Work Authorization. CPM acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement, except as expressly authorized by the Broward County Procurement Code (Chapter 21, Broward County Administrative Code).

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

3.3 County and CPM acknowledge the County will have to negotiate the terms of any Work Authorization and that the County may negotiate with another CPM for scopes of services, compensation, time of performance and other related matters for any scope of services to be completed by CPM if negotiations fail or if a Work Authorization is not entered into between County and CPM. County shall have the right at any time to immediately terminate any negotiations with CPM at no cost to County and procure services from another source. Nothing in these provisions or this Agreement shall in any way be deemed to obligate the County to procure services from CPM. In addition, the County shall have the right, at its sole and exclusive discretion and upon seven (7) calendar days notice in writing, to terminate any one or more tasks or phases of service described in any Work Authorization.
Authorization, from this Agreement, and to procure services for tasks from another source. In such event: (i) CPM shall be paid for services performed through the date of termination, subject to other applicable provisions hereof; and (ii) any phases or tasks not terminated by such written notice shall continue to be covered by this Agreement and CPM shall perform the services required by such phases or tasks pursuant to the terms and conditions of this Agreement and the Work Authorization.

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

3.5 Licensing: CPM represents that it and its subconsultants are experienced and fully qualified to perform the services contemplated by this Agreement, and that it and its subconsultants are properly licensed pursuant to all applicable laws, rules and regulations to perform such services.

3.6 Knowledge and Skills: CPM represents that it and its subconsultants have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services to be provided by such person pursuant to this Agreement and to provide and perform such services to County's reasonable satisfaction for the agreed compensation.
3.6.1 CPM shall perform its duties, obligations, and services under this Agreement in a skillful and responsible manner, and shall cause its subconsultants to also perform their duties, obligations and services under this Agreement in a skillful and responsible manner.

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

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

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

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

3.9 The CPM services shall include, but may not be limited to:

3.9.1. Design Development: Conduct constructability review of the proposed construction projects. The CPM shall provide appropriate comments on items such as construction duration, sequence of work, maintenance of traffic and airport operation, contractors' staging areas, and coordination with other projects.

3.9.2. Contract Award: Assist BCAD with pre-construction conferences with successful bidders. Advise contractors of all applicable rules and procedures relative to construction work. Assure that each contractor understands the contract documents.
3.9.3. Project Control: Monitor and document the work of the contractor and coordinate the work with the activities and responsibilities of BCAD and Architect/Engineer. The CPM is to complete each project in accordance with BCAD objectives of cost and time.

3.9.4. Establish an on-site organization consisting of competent and skilled personnel to perform full-time, detailed inspection of all construction work to assure quality workmanship in conformance with contract requirements. The inspection services shall include, but may not be limited to: checking construction contractor stakeout and grades, calculating quantities, inspecting on-site materials, plant testing, sampling and materials testing, soil compaction tests, and final measurements of the completed work.

3.9.5. The CPM shall be familiar with and must comply with all applicable aspects of FAA requirements for construction compliance, documentation, and reimbursement. CPM shall perform all required tests and prepare needed documents during construction. The CPM's assigned personnel shall keep neat, accurate, and organized records of contract items and quantities completed by the construction contractors. The records shall include all diaries, sketches, measurements and computations of quantities. Records will be signed and dated by the inspector who witnessed the work and/or measured the quantity. Records that are transcribed or copied by the CPM's personnel will be signed and dated when submitted to the BCAD's project manager. All records and computations which are kept by the CPM's field or office personnel shall be kept in such a manner that they may be referred to at any time.

3.9.6. Establish and implement procedures for coordination among BCAD, Architect/Engineers, and contractors.

3.9.7. Schedule and conduct progress meetings with contractors to discuss such matters as procedures, progress, problems and scheduling. Provide a detailed schedule for the operations of contractors on the project, including realistic activity sequences and duration, allocation of labor and materials, provide adequate time for processing of shop drawings and samples, and delivery of materials. Include BCAD's occupancy requirements showing portions of the project having occupancy priority.

3.9.8. Provide regular monitoring of project time schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for work not started or incomplete, and recommend to the BCAD Project Manager and contractor, adjustments in the schedule to meet the scheduled completion date. Provide documentation of
all changes in schedule in a form acceptable to BCAD.

3.9.9. Determine the adequacy of each contractor's personnel and equipment and the availability of materials and supplies to meet the schedule. Recommend courses of action to the BCAD Project Manager when requirements of a contract are not being met. Implement courses of action as approved by the BCAD.

3.9.10. Cost Control: Develop and monitor an effective system of project cost control. Revise and refine the approved project budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted costs and advise the BCAD's Project Manager whenever projected cost exceeds budget. Construction contracts may be funded from various sources such as FAA Airport Improvement Program (AIP), Passenger Facility Charge (PFC), Car rental Facility Charges (CFC), Airport revenue bonds, as well as State Funds. CPM shall track costs related to each funding source.

3.9.11. Check all materials, equipment and labor entering the work site and maintain cost account records on authorized work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records.

3.9.12. Change Orders: Develop and implement a system for review and processing of change orders. Recommend necessary or desirable changes to BCAD, prepare independent cost estimates for change orders, negotiate change orders with contractors, review requests for changes, submit recommendations to BCAD, and prepare change orders in accordance with BCAD's established procedures. The results of negotiations and any direction to contractor that results in a change to contract price or time shall be presented to the BCAD Project Manager in writing for approval prior to commencement of any work to be performed pursuant to a change order.

3.9.13. Payments to Contractors: In accordance with BCAD's established procedure, review and process applications by contractors for progress and final payments. Make certifications of progress payment applications to BCAD.

3.9.14. Review the safety programs of contractors and when necessary make appropriate recommendations to the contractor and the BCAD Project Manager for corrective action.

3.9.15. Contract Performance: Consult with Architect/Engineer if any contractor requests interpretation of the meaning and intent of drawings and specifications, and jointly resolve with concurrence of the BCAD Project
Manager any questions that may arise.

3.9.16. Shop Drawings and samples: In collaboration with Architect/Engineer, establish and implement procedures for expediting the processing and approval of shop drawings and samples. Monitor flow of all shop drawings and maintain records of all shop drawing transmittals.

3.9.17. Reports and Project Site Documents: Record the progress of projects. Submit written progress reports to the BCAD Project Manager on a weekly basis, including information on each contractor's work, the percentage of completion, and the number and amounts of change orders. Maintain daily construction records for all projects; comply with FAA requirements as needed.

3.9.18. Maintain at the project site, on a current basis, records of all necessary contracts; shop drawings; samples; purchases; materials; equipment; applicable handbooks; governmental, commercial and technical standards and specifications; maintenance and operating manuals and instructions; warranty information and any other documents and revisions thereto which arise out of the contract or the work. Obtain data from contractors and maintain a current set of record drawings, specifications and operating manuals. At the completion of the project, deliver all such records to the BCAD Project Manager.

3.9.19. Substantial Completion: Determine substantial completion of the work or designated portions thereof and prepare for the BCAD's Project Manager a list of incomplete or unsatisfactory items and a schedule for their completion. Certify the date of substantial completion and supervise the correction and completion of work.

3.9.20. Start-Up: With BCAD's maintenance personnel and in coordination with the BCAD Project Manager, direct the check-out of utilities, operations systems and equipment for readiness and assist in their initial start-up and testing by contractors. Conduct training program for BCAD operations and maintenance personnel.

3.9.21. Final Completion: Determine final completion and conduct final inspection. Secure and transmit to the BCAD Project Manager required guarantees, affidavits, releases, bonds, waivers and record drawings. Turn over to the BCAD Project Manager all keys, manuals and maintenance stocks.

3.9.22. Final Report: The CPM shall prepare a final project report for each
construction contract. The final report shall be prepared within a reasonable
time after final completion of each task and shall include a summary of key
milestone dates, design logic, construction methods, quality and quantities,
contract compliance, problems encountered, contract modifications, test
results, change orders, contract schedule, name and address of general
contractor and all subcontractors, identify the DBE contractor and percent of
work completed by each DBE contractor. The CPM may include
recommendations for improvement based on lessons-learned on a specific
project.

3.9.23.Marked-Up Drawings: The CPM shall provide the BCAD Project
Manager with accurate, marked-up drawings for each construction contract, reflecting
as-built conditions based on information obtained from the field.

3.9.24.The CPM's assigned forces shall not make any change to the plans or
specifications without prior written approval from the BCAD Contract
Administrator. All supplemental instructions (SI) must have the prior approval
of the BCAD Contract Administrator before issuance to the Contractor.

3.9.25.The CPM shall provide technical expertise, including providing testimony, to
assist BCAD in litigation as may be required.

3.9.26.At all meetings between the BCAD and the CPM held in connection with any
Project, the CPM shall take minutes of all topics discussed and depositions or
conclusions reached. Within one (1) week after the meeting, the CPM shall
prepare a formal set of meeting minutes and submit same to the BCAD
Project Manager for approval. The CPM will conduct weekly progress
meetings with the BCAD to brief representatives on the progress of the work
and any problems or issues affecting the completion of the Project.
Specifically these meetings should address items such as schedule status,
cost status, potential problems, and recommend solutions.

ARTICLE 4
TERM; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES

4.1 The term of this Agreement shall begin on the date it is fully executed by both
parties and shall end three years later. At the end of said three year period, the
Board may extend, refill, resolicit or discontinue the library list of CPMs; provided,
however, 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 both the appropriation and the availability of funds in
accordance with Chapter 129, Florida Statutes.
4.2 CPM shall perform the services described in a Work Authorization within the time periods specified in the Project Schedule included in a Work Authorization. Such time periods shall commence from the date of the Notice to Proceed for such services. If this Agreement extends beyond a single fiscal year of County, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes, as it may be amended from time to time. This Agreement shall not expire until the expiration of all warranty periods provided for in the construction contract(s) for the Project, unless it is terminated earlier as provided under applicable provisions of this Agreement.

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

4.4 CPM must receive a written Notice to Proceed from Contract Administrator prior to beginning the performance of any services under this Agreement pursuant to an approved Work Authorization. Prior to granting approval for CPM to proceed, the Contract Administrator may, at his or her sole option, require CPM to submit itemized deliverables/documents for the Contract Administrator's review. The CPM acknowledges and agrees that (1) any Project covered by this Agreement is one of several projects being administered at the Airport; (2) there must be coordination in the scheduling and implementation of all projects being administered at the Airport; and (3) in some circumstances, the commencement of certain phases or tasks associated with one or more of the projects will be tied to the completion of, or the schedules of, one or more phases or tasks of other projects. Accordingly, the CPM acknowledges and agrees that the Contract Administrator may refuse to issue a Notice to Proceed with any Work Authorization, phase or task of a Project, if such is deemed necessary in the coordination of other projects or in the implementation and scheduling of any other project.

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

4.6 In the event the Contractor engaged for the Project fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County or if the Contractor is granted an extension of time beyond said substantial completion date, and CPM's services are extended beyond the substantial completion date, through no fault of CPM, 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.

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

ARTICLE 5
WORK AUTHORIZATIONS

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

5.1 Before any Service is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Service, which estimate shall be reviewed by the Contract Administrator and a final amount for CPM’s compensation shall be approved as follows:
5.1.1 Work Authorizations that will cost County Thirty Thousand Dollars ($30,000.00) or less shall be signed by Contract Administrator and CPM, using the Work Authorization Form attached hereto as Exhibit A.

5.1.2 Work Authorizations that will cost County more than Thirty Thousand Dollars ($30,000.00) shall be signed by County's Purchasing Director or Board, and CPM as appropriate. Work Authorizations within the Purchasing Director's delegated authority shall be prepared using the Work Authorization Form attached hereto as Exhibit A-1. Those Work Authorizations that require approval by Board shall be prepared using the Work Authorization Form attached hereto as Exhibit A-2. Work Authorizations in an amount under One Million Dollars ($1,000,000.00) will not be processed through a Selection Committee (SC) and will go directly to the Board, Contract Administrator, Director of Purchasing or Director of Aviation for approval as required by the County's Administrative Code. Work Authorizations in an amount over One Million Dollars ($1,000,000.00) will be processed first through a SC and then to the Board for approval.

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

5.3 Any charges in excess of the amount approved in the original Work Authorization shall require a modification thereto approved by Contract Administrator, Purchasing Director, or Board as follows: Contract Administrator shall sign in instances where the cumulative total of the modifications (the amount approved in the original Work Authorization plus the modifications thereto) does not exceed Thirty Thousand Dollars ($30,000.00). County’s Purchasing Director shall sign in instances where the cumulative total of the modifications exceeds Thirty Thousand Dollars ($30,000.00) but does not exceed the Purchasing Director's approval authority delegated by Board. Board shall sign in those instances where the cumulative total of the modifications exceeds the Purchasing Director’s approval authority. Notwithstanding anything contained in this subsection, Consultant's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written County approval as outlined above. In the event County does not approve an increase in the amount, and the need for such action is not the
fault of CPM, 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.

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

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

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

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

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

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

3.9.5 At the conclusion of the term of this Agreement, no further Work Authorizations shall be issued, and the CPM shall complete all services under then outstanding Work Authorizations in accordance with the schedule for completion for each then outstanding Work Authorization. Provided, however, that changes or modifications to outstanding Work Authorizations may be made in accordance with this Section 5.9, for services within the scope of any Work Authorization that is outstanding at the conclusion of the term of this Agreement.
ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6.1 AMOUNT AND METHOD OF COMPENSATION

6.1.0 Deliverables List and Staff-Hour Calculation

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

6.1.1 Maximum Compensation Payable to CPM.

County agrees to pay CPM as compensation for performance of all services as set forth in any Work Authorization.

6.1.2 Schedule of Values – Phase and Tasks

(a) All phased and tasked services provided by the CPM pursuant to the terms of this Agreement and any Work Authorization, and shall be authorized by one or more Notice(s) to Proceed. The CPM acknowledges and agrees that the Contract Administrator shall be under no obligation to issue a Notice to Proceed for any phase or task. Fees and costs incurred pursuant to a Notice to Proceed for any phase and task shall not exceed the total “Maximum Amount Not-To-Exceed” amounts for each phase and task as set forth in a Work Authorization.

(b) The CPM must perform all required services for each phase and task, in accordance with the Scope of Services as set forth in any Work Authorization. It is understood that the method of compensation is that of "Maximum Amount Not-To-Exceed." For tasks or phases noted as "Maximum-Not-To-Exceed," CPM shall perform all services set forth for total compensation in the amount...
of, or less than, that stated in the Work Authorization. The total hourly rates payable by County for each of CPM's employee categories shall be shown on Exhibits to the Work Authorization.

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

66.2 SALARY COSTS

6.2.1 The term Salary Costs as used in this Agreement for CPM and its subconsultants shall mean the hourly rates as shown on Exhibits to the Work Authorization and will include 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 a Project including, but not limited to, Project Managers, Engineers, Inspectors, and administrative personnel. Said Salary Costs are to be used only for time directly attributable to the Project or services, and the services described in this Agreement. Total costs comprising the overhead and fringe benefit factors shall be consistent with the guidelines set forth on Attachment IV, relating to eligible overhead costs, and shall also be consistent with the Federal Acquisition Regulation (FAR) Guidelines for Cost & Pricing Data. A detailed breakdown of these costs shall be kept current and readily accessible to County. The breakdown of overhead and fringe benefit factors shall be certified by an independent outside Certified Public Accountant (CPA) (who is not an employee of CPM or its subconsultants); provided however, subconsultants of the CPM may be exempted from this requirement upon application to, and written approval by, the County Auditor. Until said certification is provided, or an exemption determined and approved by the County Auditor's Office, only the hourly rate without any overhead or fringe benefit factor shall be paid by the County to CPM. The overhead and fringe benefit factors may be paid retroactively for the period of time certified by the CPA. Said certification shall be dated within ninety (90) calendar days after CPM's or subconsultant's just completed fiscal year and shall be provided annually thereafter. The overhead and fringe benefit factors shall be adjusted each year in accordance with each audit supplied, but shall never exceed 2.99. In any year that an audit is not supplied timely, then no overhead or fringe benefits shall be paid until receipt of that annual audit. As above, the overhead and fringe benefit factors may be paid on a retroactive basis. The CPA and
the CPM shall certify that the rates and multipliers are consistent with the Federal Acquisition Regulation (FAR) Guidelines for Cost & Pricing Data and with Attachment IV.

6.2.2 CPM 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 for subconsultants are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth for any subconsultant, the County shall make payment to CPM for any such subconsultant's services based on the actual costs determined by the audit; (iii) the overhead and fringe costs for all subconsultants are to be computed in compliance with FAR standards and this Agreement, (iv) prior to issuance of any Notice to Proceed, a Statement of Direct Labor, Fringe Benefits & Overhead supporting the billing rates shall be submitted by CPM and for each subconsultant, (v) a Project Cost Summary by Staff Classification shall be submitted by CPM in advance of each Notice to Proceed and significant changes in the staff classifications assigned from those proposed must be approved in writing by the Contract Administrator in advance.

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

6.2.4 The hourly rates are subject to change annually beginning on the first anniversary of the contract execution date and on each contract year thereafter, and will be based upon the cost of living for the year ending the previous June 30. Any change in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The change in the cost of living shall be determined from the Miami – Ft. Lauderdale Average for urban wage earners and clerical workers for all items as published monthly by the Bureau of Labor Statistics (December 2006). In any event the maximum hourly rate for any position shall not exceed the maximum rate under each category during the entire term of this Agreement.

6.2.5 If the method of compensation between County and CPM is a Maximum Amount Not-To-Exceed and if CPM has "Lump Sum" agreements with any subconsultant(s), then CPM shall bill all subconsultant fees as Salary Costs with no "markup." CPM shall bill all other subconsultant fees using the employee categories for Salary Costs and Reimbursables defined in Section 6.3. All subconsultant Reimbursables shall be billed in the actual amount paid by CPM. Subconsultant Salary Costs shall be billed to County in the actual amount paid by CPM.
6.3 **REIMBURSABLES**

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

(a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses from locations inside the Dade-Broward-Palm Beach County area to locations inside the Dade-Broward-Palm Beach County area will not be reimbursed. Transportation expenses to locations outside the Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator. Exhibit B - Travel Authorization Requests and Payment Form shall be submitted in order for reimbursement to be paid. Travel inside Broward County and from field office to inspection or Project site will not be reimbursed.

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

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

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

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

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

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

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

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

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

6.4 \textbf{METHOD OF BILLING}

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

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

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

6.4.3 All Applications for payment shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number and project title which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by the CPM is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CPM's cost accounting forms with a summary of charges by category.

6.5 METHOD OF PAYMENT

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

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

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

6.5.4 Payment will be made to CPM at:
1399 SW 1st Avenue, Miami, Florida 33130
Attention: Jay Fraser

6.5.5 CPM shall pay its subconsultants and suppliers within ten (10) calendar days following receipt of payment from the County for such subconsultants services or supplies. CPM agrees that if it withholds an amount as retainage from its subconsultants or suppliers, that it will release such retainage and pay same within ten (10) calendar days following receipt of payment of retained amounts from County.
6.5.6 CPM agrees that nonpayment of any of its subconsultants or suppliers as required by Subsection 6.5.5 shall be a material breach of this Agreement and that County may, at its option, increase allowable retainage or withhold progress payments unless and until CPM demonstrates timely payments of sums due to such subconsultants or suppliers. CPM agrees that the presence of a "pay when paid" provision in a sub consultant contract shall not preclude County's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CPM demonstrates that failure to pay results from a bonafide dispute with its subconsultant or supplier.

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

ARTICLE 7
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

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

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

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

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

ARTICLE 8
COUNTY'S RESPONSIBILITIES

8.1 County shall assist CPM by placing at CPM's disposal all information County has available that is pertinent to the Project including previous reports and any other data relative to design or construction of the Project. It is understood and agreed that County, in making reports, site information and documents available to the CPM is in no way certifying as to the accuracy or completeness of such data, including any information provided in the County’s Request for Letters of Interest, RLI #20771014-0-AV-01A, and any supporting documentation included therein. Any conclusions or assumptions drawn through examination thereof shall be the sole responsibility of the CPM and subject to whatever measure it deems necessary to final verification essential to its performance under this Agreement.

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

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

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

8.5 County shall supply a field office located on Airport property for CPM's use.
8.6 County shall supply telephones, furniture, computers, copy machines, office supplies and office cleaning services at the County supplied field office.

ARTICLE 9 – EEO AND CDBE COMPLIANCE

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

9.1.1 CPM shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or National origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, or physical or mental disability if qualified. CPM shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. CPM agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

9.1.4 CPM shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

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

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

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

9.2 COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (CDBE) COMPLIANCE

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

9.2.2 The Participation goal will be established in each Work Authorization.

9.2.3 At the time of execution of each Work Authorization, CPM shall commit to the CDBE performance which shall be delineated on the form attached hereto as Exhibit K, "Schedule of CDBE Participation" which indicates the names, addresses, scope of services and dollar value or percentage of CDBE participation. CPM understands that each CDBE firm utilized on the Project to meet County's participation goal must be certified by County.

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

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

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

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

9.2.6.2 The "Final CDBE Utilization Report" (Exhibit J) must be submitted with the final invoice for payment (in lieu of Exhibit H), listing only those subconsultants certified as CDBE's, to show expenditures made to date to achieve compliance with the assigned CDBE goal. The submission of the reports required by this subparagraph shall be a condition of payment to CPM.

9.2.7 In the event of CPM's noncompliance with its participation commitment to a CDBE (including without limitation the unexcused reduction of CDBE participation), the affected CDBE shall have the right to exercise the following remedies if the noncompliance is or was due to no fault of the CDBE, and due to the willful action or omission of CPM:

9.2.7.1 The affected CDBE shall be entitled to damages pursuant to its agreement with CPM.

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

9.2.7.3 Nothing under this Section 9.2 shall be construed to limit the rights of and remedies available to County, including the
right to seek its own damages pursuant to this Agreement.

9.2.8 County shall have access, without limitation, to CPM's books and records, including payroll records, tax returns and records, and books of account, on five (5) calendar day's notice, to allow County to determine CPM's compliance with its commitment to CDBE participation goal and the status of any CDBE performing any portion of this Agreement.

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

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

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

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

9.2.13 CPM agrees that nonpayment of a CDBE subcontractor or supplier as required by Section 8.2.11 shall be a material breach of this Agreement and that County's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CPM
demonstrates timely payments of sums due to such subcontractors or suppliers. CPM agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude County or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Section 9.2 shall not be employed when CPM demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier.

ARTICLE 10

INSURANCE

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

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

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

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

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

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

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

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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.

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

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

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

10.5 Right to revise or reject: Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.
ARTICLE 11  
MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

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

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

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

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

11.2 TERMINATION

10.2.1 This Agreement may be terminated for cause by action of Board or by CPM if the party in breach has not corrected the breach within five (5) calendar days' written notice from the aggrieved party identifying the breach, or for convenience by action of Board upon not less than fourteen (14) calendar days' written notice by Contract Administrator. This Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate under the circumstances in the event County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
11.2.2 Termination of this Agreement for cause shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the services, failure to continuously perform the services 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.

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

11.2.4 In the event this Agreement is terminated for convenience, CPM 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 11.1 of this Agreement are provided to the County. Upon being notified of County's election to terminate, CPM 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. CPM 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 CPM, is given as specific consideration to CPM for County's right to terminate this Agreement for convenience.

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

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

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

11.2.8 This Agreement may also be terminated by the Board:

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

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

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

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

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

County shall have the right to audit the books, records, and accounts of CPM and its subconsultants that are related to the Project and this Agreement. CPM 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 expenses for which CPM expects to be reimbursed. All books, records and accounts of CPM shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CPM shall make same available at no cost to County in written form. All records shall be kept so that they can be produced to the County in a manner that reflects documentation relating to the Project only and said records should not be commingled with other Project records. 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.

CPM and its subconsultants shall preserve and make available, at reasonable times for examination and audit by County, all books, records and accounts relating to the Project and this Agreement, including without limitation, financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement or the Project, all of which shall be preserved for the required Retention Period (as hereinafter defined). The Retention Period is defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), or if any audit has been initiated and audit findings have not been resolved at the end of such period, the books, records and accounts shall be retained until resolution of the audit findings, or (ii) for a period of three (3) years after final payment and the completion of all services to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the books, 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 services to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the five years, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to CPM's records, CPM shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CPM.
11.4 **PUBLIC ENTITY CRIMES ACT**

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

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

11.5 **NO CONTINGENT FEE**

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

11.6 **SUBCONSULTANTS**

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

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

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

11.6.4 CPM shall bind each and every approved subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on CPM's subconsultants. CPM shall be responsible for recommending to the Broward County Risk Management Division the insurance coverages it will require of each of its subconsultants, after taking into consideration the services to be provided by each of its subconsultants. The Broward County Risk Management Division may either (i) accept the recommendation(s) of the CPM or (ii) require any coverages that the Risk Management Division determines are necessary to protect the County's interests. CPM 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.

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

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

11.8 **ASSIGNMENT**

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

11.9 **INDEMNIFICATION OF COUNTY**

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

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

11.9.3 The provisions of this Section 11.9 shall survive the expiration or earlier termination of this Agreement.

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

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

11.11 NO CONFLICTS

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

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

11.11.3 CPM, its subconsultants, and the subsidiaries, officers, and personnel of CPM and its subconsultants shall not have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with such party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.
11.11.4 In the event CPM is permitted pursuant to this Agreement to utilize subconsultants to perform any services required by this Agreement, CPM agrees to require such subconsultants, by written contract, to comply with the provisions of this section.

11.12 ALL PRIOR AGREEMENTS SUPERSEDED / AMENDMENTS

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

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

11.13 NOTICES

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

FOR BROWARD COUNTY:

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

with a copy to:
11.14 TRUTH-IN-NEGOTIATION CERTIFICATE

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

11.15 INTERPRETATION

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

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

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

11.17 CERTAIN ADDITIONAL PROVISIONS PERTAINING TO AIRPORT PROJECTS

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

11.18 PREVAILING WAGE REQUIREMENT

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

11.19 INDEPENDENT CONTRACTOR; THIRD PARTY BENEFICIARIES; NO JOINT RELATIONSHIP

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

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

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

11.20 INCORPORATION BY REFERENCE

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

11.21 REPRESENTATION OF AUTHORITY

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

11.22 COMPLIANCE WITH LAWS

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

11.23 AGREEMENT SEVERABLE: WAIVER OF BREACH AND MATERIALITY

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

11.23.2 Failure by County to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
11.23.3 County and CPM agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.23 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.

11.24 PRIORITY OF PROVISIONS

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

11.25 NO INTEREST

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

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

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

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

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

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

11.28 MULTIPLE ORIGINALS

This Agreement may be fully executed in up to five (5) counterparts by all parties, each of which, bearing original signatures, shall be deemed to be an original.
AGREEMENT BETWEEN BROWARD COUNTY AND Turner Construction Company, FOR CPM SERVICES FOR VARIOUS AIRPORT PROJECTS

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 9th day of December, 2008, and Turner Construction Company, signing by and through its Vice-President duly authorized to execute same.

ATTEST:

Secretary
(Please Type Name of Secretary)

(CORPORATE SEAL)

CPM

By

Jay Fraser, Vice President & General Manager
(Please Type Name of President/ Vice-President)

19th day of November, 2008
AGREEMENT BETWEEN BROWARD COUNTY AND TURNER CONSTRUCTION COMPANY, FOR CPM SERVICES FOR VARIOUS AIRPORT PROJECTS

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Director of Purchasing

Manager, as Ex-Officio Clerk of the Board of County

Commissioners of Broward County, Florida

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

Insurance requirements approved by Broward County Risk Management Division

Witnesses to Director of Purchasing:

Print Name: PETER THOMAS
SECRETARY'S CERTIFICATE

I, Stephen M. Christo, Secretary of Turner Construction Company, a New York Corporation, (the "Company"), do hereby certify that James M. Fraser is a Vice President of this Company and, as such, has full power and authority to execute and submit the Proposal for the project on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal this 11th day of May, 2009.

[Signature]

Stephen M. Christo, Secretary
ASSISTANT SECRETARY'S CERTIFICATE

I, Michael J. Murphy, Assistant Secretary of Turner Construction Company, a New York Corporation ("the Company"), do hereby certify that James M. Fraser is a Vice President of this Company and, as such, has full power and authority to execute and submit proposals and any contract agreements in the State of Florida, and any changes or Addenda thereto for any project on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal this 19th day of November, 2008.

[Signature]
Michael J. Murphy, Assistant Secretary
EXHIBIT "A"
Work Authorization No. ________
RL# _________

WORK AUTHORIZATION
NO. _________

Under Contract Administrator's
Award Authority for Services

CPM:
Project No.:
Project Title:
Facility Name:

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

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

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

Budget Purchase Order Number Department Name

Aviation Department

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

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

Lump Sum/Maximum Not-to-Exceed Labor Expenses $___________
Reimbursable Expenses $___________
Total Maximum Cost: $___________

County Broward County

Recommended by:

Project Manager Date Contract Administrator Date

CPM

Attest:

By:

Secretary Date President/Vice President Date

Corporate Seal
EXHIBIT "A-1"

Work Authorization No. __________
RLI# __________

WORK AUTHORIZATION NO. __________

Under Purchasing Director's Award Authority for Services

CPM:
Project No.:
Project Title:
Facility Name:

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

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

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

Budget Purchase Order Number Department Name

Aviation Department

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum/Maximum Not-to-Exceed Labor Expenses</td>
<td>$_________</td>
</tr>
<tr>
<td>Reimbursable Expenses</td>
<td>$_________</td>
</tr>
<tr>
<td>Total Maximum Cost</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Recommended by:

Project Manager Date

Contract Administrator Date

Director of Purchasing Date

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

By: ____________________________
Assistant County Attorney

CPM

Attest:

By:

Secretary Date

President/Vice President Date

Corporate Seal

Work Auth – Purchasing Director
EXHIBIT “A-2”
Work Authorization No._________________  
RLI#_________________  

WORK AUTHORIZATION NO._________________  

CPM:  
Project No.:  
Project Title:  
Facility Name:  

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

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

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

Budget Purchase Order Number Department Name 

Aviation Department  

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

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

Lump Sum/Maximum Not-to-Exceed Labor Expenses $__________  
Reimbursable Expenses $__________  
Total Maximum Cost: $__________

BROWARD COUNTY, through its Board of County Commissioners  
By: County Administrator and Ex-Officio  
Clerk of the Board of County Commissioners  
Broward County, Florida  

Mayor Date  
Approved as to form by  
Office of County Attorney  
JEFFREY J. NEWTON, County Attorney  
Government Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telex: (954) 357-7641  

Contract Administrator Date  

Project Manager Date  
Approved as to Insurance Requirements  
By:  

Assistant County Attorney Date  

CPM  

Attest:  

By:  

Secretary Corporate Seal  

Date President/Vice President Date
EXHIBIT B
BROWARD COUNTY AVIATION DEPARTMENT
AIRPORT DEVELOPMENT DIVISION - EXPANSION PROGRAM
TRAVEL AUTHORIZATION REQUEST
CONSTRUCTION PROJECT MANAGEMENT SERVICES (RLI #20071014-0-AV-01A)
TERMINAL 4 PHASE 1B/C/D
PURCHASE ORDER No. SC

<table>
<thead>
<tr>
<th>DATE:</th>
<th>DATE APPROVAL REQUIRED</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>EMPLOYEE</th>
<th>CONSULTANT/CONTRACTOR</th>
<th>PROJECT COST CODE</th>
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<tbody>
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<td></td>
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<td>XXXX.XXXXX-XXXX-XXXX</td>
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PURPOSE OF TRIP:
PULL IN REASON FOR TRIP IN THIS SECTION

### ARRIVAL INFORMATION

<table>
<thead>
<tr>
<th>ORIGIN</th>
<th>DESTINATION</th>
<th>TRAVEL DATE:</th>
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### RETURNING INFORMATION

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<thead>
<tr>
<th>ORIGIN</th>
<th>DESTINATION</th>
<th>TRAVEL DATE:</th>
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### ESTIMATED TRAVEL EXPENSES

<table>
<thead>
<tr>
<th>AIRFARE / MILEAGE ( @ $0.445/mile)</th>
<th>*PRTA</th>
<th>**PRTE</th>
<th>TOTAL $</th>
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<td>HOTEL</td>
<td>$ -</td>
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<tr>
<td>MEALS ( @ $30/day)</td>
<td>$ -</td>
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<tr>
<td>TAXI</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>RENTAL CAR (Compact Size Only)</td>
<td>$ -</td>
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<tr>
<td>OTHER (Parking/Taxis/Alcohol)</td>
<td>$ -</td>
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</table>

**TOTALS:** $ -

APPROVAL AMOUNT: $ -

PROPOSED LENGTH OF TRIP: 0 DAYS (with 0 overnights)

* Project Related Activity
** Project Related Travel Expenses

[ ] APPROVED  [ ] DENIED

PROJECT MANAGER ___________________ DATE __________

_________________________________ DATE __________

_________________________________ DATE __________

_________________________________ DATE __________

_________________________________ DATE __________
EXHIBIT D

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Broward County Aviation Department
City: Airport Development
100 Aviator Blvd.
Fort Lauderdale, Florida 33315

From Contractor: ____________________________

Date: ____________________________

Period To/From: ____________________________

Vendor Code: ____________________________
P.O. No.: ____________________________

Contract For: ____________________________

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

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet - Schedule of Values Form is attached.

1) Original Contract Sum
2) Net Change by Change Orders, Amendments
3) Contract Sum To Date
4) Total Completed and Started To Date
   (Column G on Schedule of Values form)
5) Retainage
   a) % of Completed Work
   (Column G x Column F)
   b) % of Stored Material
   (Column F)

Total Retainage
(Line 5a + 5b or Total in Column N)

6) Total Earned Less Retainage
   (Lines 4 less Line 5 Total)
7) Less Previous Applications for Payment
   (Line 6 from prior Certificate)

Balance to Finish, Including Retainage
(Line 3 less Line 6)

AMOUNT CERTIFIED
(Match explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet - Schedule of Values form that are changed to conform to the amount certified)

PROJECT MANAGER for BCAD

DIRECTOR, AIRPORT DEVELOPMENT

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

OWNER, BROWARD COUNTY AVIATION DEPARTMENT, CONTRACT ADMINISTRATOR

Change Order, Amendments Summary

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

$ | $ | $
EXHIBIT E
Consultant Payment Request - Schedule of Values

CONTINUATION SHEET - Schedule of Values
Consultant's Payment Request

The Consultant's Payment Request, containing the Consultant's signed Certification, is attached.
Use the last column on contracts where retainer is applicable.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
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<tbody>
<tr>
<td>CONSULTANT</td>
<td>DESCRIPTION OF WORK</td>
<td>SCHEDULED VALUE</td>
<td>METHOD - LOCATION</td>
<td>WORK COMPLETED</td>
<td>PREVIOUS APPLICATION</td>
<td>THIS APPLICATION</td>
<td>TOTAL AMOUNT INVOICED TO DATE</td>
<td>% COMPLETE INVOICE</td>
<td>% CONTRACT COMPLETED</td>
<td>REMAINING BALANCE</td>
<td>THIS INVOICE RETAINAGE HELD</td>
<td>THIS INVOICE RETAINAGE HELD RELEASED</td>
<td>TOTAL TO DATE RETAINAGE HELD</td>
<td>TOTAL TO DATE RETAINAGE RELEASED</td>
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# EXHIBIT F

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

**CONTINUATION SHEET - Schedule of Values**
**Consultant's Payment Request**

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

Use the final column on contracts where retainerage is applicable.

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<tr>
<td>CONSULTANT</td>
<td>DESCRIPTION OF WORK</td>
<td>SCHEDULED VALUE</td>
<td>METHOD - LC or NTE</td>
<td>WORK COMPLETED PREVIOUS APPLICATION</td>
<td>WORK COMPLETED THIS APPLICATION</td>
<td>TOTAL AMOUNT INVOICED TO DATE</td>
<td>% COMPLETE WTP</td>
<td>% CONTRACT LIMIT</td>
<td>REMAINDER BALANCE</td>
<td>THIS INVOICE RETAINED</td>
<td>THIS INVOICE RETAINED RELEASED</td>
<td>TOTAL TO DATE RETAINED</td>
<td>TOTAL TO DATE RETAINED RELEASED</td>
<td>APPROVED FOR PAYMENT</td>
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**SUBTOTAL**

**REIMBURSEABLES**

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**SUBTOTAL**

**TOTAL ALL CATEGORIES**
EXHIBIT G
Weekly Time Sheet
(Must Contain the Following Information)

Employee Name: ________________________________
Authorization No.: ________________________________
Project Name: ________________________________
NTP Date: ________________________________
Invoice #: ________________________________
Vendor Name: ________________________________
Vendor Code: ________________________________
Vendor Address: ________________________________

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<th>SUN</th>
<th>MON</th>
<th>TUES</th>
<th>WED</th>
<th>THUR</th>
<th>FRI</th>
<th>SAT</th>
<th>TOTAL HOURS</th>
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**Total**

Description of Services Performed

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EXHIBIT H
MONTHLY CDBE UTILIZATION REPORT

<table>
<thead>
<tr>
<th>Contract #:</th>
<th>Contract Amount:</th>
<th>Date Form Submitted:</th>
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<th>Project Completion Date:</th>
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<th>Prime Contractor:</th>
<th>Period Ending:</th>
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<tr>
<th>Contact Person:</th>
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<th>Fax#:</th>
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### SUBCONTRACTING INFORMATION
TO BE SUBMITTED TO BROWARD COUNTY SMALL BUSINESS DEVELOPMENT DIVISION

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

Signature: ____________________________  Title: ____________________________  Date: ____________________________

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

CERTIFICATION OF PAYMENTS TO SUBCONSULTANTS AND SUPPLIERS

RLI/Bid/Contract No. ___________________

Project Title _________________________

The undersigned CPM hereby swears under penalty of perjury that:

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

2. The following subconsultants and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining 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>
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<tbody>
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Dated ________________, 20__

CPM

By ____________________________
(Signature)

By ____________________________
(Name and Title)
EXHIBIT I

CERTIFICATION OF PAYMENTS TO SUBCONSULTANTS AND SUPPLIERS (Continued)

STATE OF )
  ) SS.
COUNTY OF )

The foregoing instrument was acknowledged before me this _____ day of
___________, 20___, by __________________________ who is
personally known to me or who has produced __________________ as identification.

WITNESS my hand and official seal, this _____ day of __________, 20___.

(SIGNATURE OF PERSON MAKING ACKNOWLEDGMENT)

(NAME OF OFFICER TAKING ACKNOWLEDGMENT)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)
# FINAL CDBE UTILIZATION REPORT

(To be submitted with the final invoice)

<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></td>
<td>PROJECT COMPLETION DATE:</td>
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<tr>
<td>PRIME CONTRACTOR:</td>
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<td>PERIOD ENDING:</td>
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<tr>
<td>CONTACT PERSON:</td>
<td></td>
<td>TELEPHONE #: ()</td>
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<td></td>
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<td>FAX #: ()</td>
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</table>

## SUBCONTRACTING INFORMATION

All payments made to CDBE subcontractors must be reported on this form.

<table>
<thead>
<tr>
<th>CDBE Subcontractor</th>
<th>Description of Work</th>
<th>Original Amount (Gross to Price)</th>
<th>Final Subcontract Amount (Inc. Chg. Ord/Amend.)</th>
<th>Total Amt Paid</th>
<th>Gender</th>
<th>Ethnic Category</th>
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**TOTALS:**

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

Signature                      Title                      Date

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

SCHEDULE OF CDBE PARTICIPATION
**EXHIBIT L**

**HOURLY RATES**

The following rates are the maximum rates that may be charged for various employee titles and grades. For fees based on time charges, the actual rates for each employee will be used. During the multi-year Airfield Development Program, these maximum rates may be adjusted by mutual agreement between the County and the Consultant, but not sooner than 12 months from the date this Agreement is executed.

Profit calculation formula: \( \text{Profit} = (\text{Raw Salary} + \text{Overhead} + \text{Fringe}) \times (\% \text{ Profit}) \)

Overall multiplier calculation formula: \( \text{Multiplier} = \frac{\text{Total Hourly Rate}}{\text{Raw Salary}} \)

<table>
<thead>
<tr>
<th>Company: DMJM Aviation, Inc.—FIELD</th>
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<tbody>
<tr>
<td><strong>Employee Title</strong></td>
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Overall Multiplier =
ATTACHMENT I
NONDISCRIMINATION REQUIREMENTS

I. NONDISCRIMINATION - 49 CFR PART 21 REQUIREMENTS

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

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

(b) Nondiscrimination. The Contractor shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subCPMs, 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 SubCPMs, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by the Contractor for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subCPM 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...
AGREEMENT

between

BROWARD COUNTY

and

Turner Construction Company

for

CONSTRUCTION MANAGEMENT SERVICES FOR VARIOUS AIRPORT PROJECTS (TBD)

IN BROWARD COUNTY, FLORIDA

RLI # 20071014-0-AV-01A
<table>
<thead>
<tr>
<th>ARTICLE</th>
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</tbody>
</table>

**EXHIBITS:**

- EXHIBIT A: WORK AUTHORIZATION FOR CONTRACT ADMINISTRATOR
- EXHIBIT A-1: WORK AUTHORIZATION FOR PURCHASING DIRECTOR
- EXHIBIT A-2: WORK AUTHORIZATION FOR BOARD
- EXHIBIT B: TRAVEL AUTHORIZATION REQUEST
- EXHIBIT C: REIMBURSABLES
- EXHIBIT D: APPLICATION AND CERTIFICATE OF PAYMENT
- EXHIBIT E: PRIME PAYMENT REQUEST- SCHEDULE OF VALUE
- EXHIBIT F: SUBCONSULTANT PAYMENT REQUEST- SCHEDULE OF VALUES
- EXHIBIT G: WEEKLY TIMESHEETS
- EXHIBIT H: MONTHLY CDBe UTILIZATION REPORT
- EXHIBIT I: CERTIFICATION OF PAYMENTS TO SUBCONSULTANTS AND SUPPLIERS
- EXHIBIT J: FINAL CDBe UTILIZATION REPORT
- EXHIBIT K: SCHEDULE OF CDBe PARTICIPATION
- EXHIBIT L: HOURLY RATES

**ATTACHMENTS:**

- ATTACHMENT I: NONDISCRIMINATION REQUIREMENTS
- ATTACHMENT II: PROVISIONS PERTAINING TO AIRPORT PROJECTS
- ATTACHMENT III: ALLOWABLE TRAVEL COSTS FOR CPMS
- ATTACHMENT IV: OVERHEAD COSTS FOR ARCHITECTURAL, ENGINEERING, AND PLANNING CPM SERVICES FOR AIRPORT PROJECTS